

**ALL PLEADINGS FILED IN  
CALIFORNIA STATE COURT IN  
THIS MATTER**

FILED  
FAMILY COURT

2013 MAY 22 PM 2:30

CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

BONNIE M. DUMANIS  
District Attorney  
By: JESSICA MATULIS LEES  
Deputy District Attorney  
California SBN 229914  
330 West Broadway, Suite 1220  
San Diego, California 92101  
(619) 531-4300  
Jessica.Lees@sdcda.org

Appearance Per Family Law Code Sections 3131, 3455

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO, CENTRAL DIVISION

In re the Application of:

PETITIONER:  
LORENA MONTOYA ZAMORA

and

RESPONDENT:  
GARY MICHAEL HOPKINS.

D 542977

PETITION FOR RETURN  
OF THE CHILD TO MEXICO

[Hague Convention I.C.A.R.A.  
42 U.S.C. 11601, et seq.]

PREAMBLE 1.0

PETITION FOR RETURN OF THE CHILD TO MEXICO

The Convention of the Civil Aspects of International Child Abduction,  
done at the Hague on 25 October 1980, International Child Abduction Remedies Act,  
42 U.S.C. 11601 et seq.

1.0 PREAMBLE

1.1 This petition is brought pursuant to *The Convention of the Civil Aspects of International Child Abduction, done at the Hague on 25 October 1980 (Convention)* and 42 U.S.C. 11603(b), the International Child Abduction Remedies Act (ICARA).  
The *Convention* went into effect on July 1, 1988.

1.2 The objects of the *Convention* are:

1.2.1 **Article 1(a):** To secure the prompt return of children wrongfully removed to

or retained in any Contracting State; and

1.2.2 **Article 1(b):** To ensure that rights of custody and of access under the law of one Contracting State are effectively respected in the other Contracting States. The UNITED STATES OF AMERICA and MEXICO are signatories to the Convention, and therefore they are both Contracting States.

## 2.0 **JURISDICTION AND AUTHORITY**

2.1 This court has jurisdiction pursuant to 42 U.S.C. 11603(a) to determine only rights under the Convention and not the merits of any underlying child custody claim (42 U.S.C. 11601(b)(4)).

2.2 The People are authorized to appear as Friends of the Court under both 42 U.S.C. 11600 *et seq.*, and California Family Law Code §§ 3131, 3455.

2.3 Article 12 of the *Hague Convention* mandates local courts in a signatory country to order the return forthwith of a wrongfully removed child to his/her habitual place of residence if the Hague proceedings have been commenced within one year of the child's wrongful removal or retention. If the proceedings have commenced after the expiration of the period of one year, the court shall order the return of the wrongfully removed child unless it is demonstrated that the child is now settled in his/her new environment.

2.4 Article 13 of the *Hague Convention* provides that the court is not bound to order the return of the child if the PETITIONER has been found not to have been exercising his/her custody rights at the time of the taking, or if PETITIONER had consented to (or subsequently acquiesced) in the removal or retention, or if there is a grave risk that the children's return "would expose the child to physical or psychological harm or otherwise place the child in an intolerable situation." Additionally, the *Hague Convention* provides that the court may refuse to order the return of the child if the court finds that the child objects to being returned and has attained an age and degree of maturity at which it is appropriate to take account of the child's views.

## 3.0 **STATUS OF PETITIONER AND THE MINOR CHILD**

3.1 Petitioner has a right of custody to the child within the meaning of Articles Three and Five of the *Convention*. Petitioner is the mother of Brianna Michele Hopkins Montoya born October 26, 2010 in Tijuana, Mexico. Respondent is her father. (*See*

Exhibit 1, Civil Code for the State of Baja California; Exhibit 4, Birth Certificate of Brianna Michele Hopkins Montoya.)

3.2 At the time of her application to the Central Authority of the United States, Petitioner was located in Mexico.

3.3 According to Petitioner, she was exercising custody within the meaning of Articles Three and Five of the *Convention* prior to Respondent's alleged wrongful removal and retention of the minor child in the United States.

3.4 Petitioner contends the minor child was a habitual resident of Mexico within the meaning of Article Three of the *Convention* before the wrongful removal to and retention in the United States by Respondent.

3.5 The child is under 16 years of age.

3.6 It is believed the child is currently residing with the Respondent in San Diego County.

#### 4.0 **ALLEGED WRONGFUL RETENTION OF THE CHILD**

4.1 The following facts were obtained by District Attorney Investigator Alex Manrique by speaking with Petitioner and Respondent. (See Exhibit 9, Declaration of District Attorney Investigator Alex Manrique.)

4.2 Petitioner and Respondent met and began dating in the summer of 2009 while in Tijuana, Mexico. At that time, Respondent was living in Chula Vista, CA while Petitioner was living in Tijuana with her two children, Brandon Reyes Montoya, 14 years old, and Edwin Reyes Montoya, 3 years old.

4.3 Petitioner became pregnant with Respondent's child. Once she was pregnant, Respondent decided to move in with Petitioner in her Tijuana home so they could all live together. Petitioner subsequently gave birth to their daughter, **Brianna Michele Hopkins Montoya, born in Tijuana, Mexico on October 26, 2010**. After the birth of their daughter, the couple continued to live in their Tijuana home as a family.

4.4 On May 28, 2012, the couple began having a very heated dispute. Petitioner said part of their problem is that Respondent is a very jealous person. They also argued about Respondent not wanting to give Petitioner any more money and he was demanding for Petitioner to go back to work.

1 4.5 During the heated dispute, Respondent decided to leave the house and took Brianna  
2 with him. Without Petitioner's permission, Respondent took Brianna to the United  
3 States. As he was leaving, Respondent made threats to not return Brianna. Petitioner  
4 does not have a visa and is therefore unable to legally cross into the United States to  
5 get her daughter back.

6 4.6 In June 2012, Petitioner received a call from Respondent who advised he would  
7 return Brianna to Tijuana on July 1, 2012. The date came but Respondent never  
8 returned Brianna as promised. Petitioner tried calling Respondent's cell phone but he  
9 never answered. Petitioner said Brianna has lived with her in Tijuana, Mexico since  
10 the day she was born until the day when Respondent took Brianna to the United  
11 States. Since the taking, Respondent, on several occasions, has allowed Petitioner see  
12 Brianna, but only via Skype. Respondent allowed Petitioner to see Brianna on  
13 Christmas 2012, New Years 2013 and Mother's Day 2013.

14 4.7 On August 24, 2012, Petitioner submitted a Hague application to the Mexican  
15 government requesting the return of her daughter, Brianna.

16 4.8 On December 5, 2012, District Attorney Investigator Alex Manrique contacted  
17 Respondent. He stated that he took his daughter away from Petitioner because she is  
18 constantly endangering Brianna's safety. Respondent said Petitioner is a violent  
19 person and an alcoholic, she smokes marijuana, and has been arrested in Mexico and  
20 in the USA for drug related offenses. Respondent provided Investigator Manrique  
21 with 3 written statements - 2 written by Respondent and 1 written by his Mexican  
22 attorney. (See Attachments A, B and C to Exhibit 9, Declaration of District Attorney  
23 Investigator Alex Manrique.)

24 4.9 As mentioned above, Petitioner signed her Hague Application on August 24, 2012.  
25 (See Exhibit 2, Hague Application.) On September 20, 2012, the United States  
26 Central Authority forwarded Petitioner's Hague Application to the California  
27 Attorney General's Office. On October 10, 2012, Petitioner's Hague Application was  
28

1 sent to the San Diego County District Attorney's Office. A hearing on Petitioner's  
2 Hague Application is currently scheduled for June 11, 2013 in San Diego, California.

3 **5.0 CUSTODY PROCEEDINGS**

4 **5.1** There are currently no custody orders in Mexico or in San Diego, California.  
5 Respondent told District Attorney Investigator Manrique he plans to obtain a custody  
6 order in Mexico and provided Investigator Manrique with a copy of Mexican court  
7 paperwork. (See Attachment D to Exhibit 9, Declaration of District Attorney  
8 Investigator Alex Manrique.)

9 **6.0 PROVISIONAL REMEDIES**

10 **6.1** As authorized under 42 U.S.C. 11604, Petitioner requests this court make the  
11 following orders to prevent further removal or concealment of the child before the  
12 final disposition of the Petition:

13 **6.1.1** The child shall be brought to the Hague hearing;

14 **6.1.2** The child shall not to be removed from the State of California without the  
15 prior approval of this court;

16 **6.1.3** The Respondent is to keep the San Diego District Attorney's Office advised at  
17 all times of the child's current address; and

18 **6.1.4** The Respondent is to deliver to this court forthwith any passports held in the  
19 child's name.  
20

21 **7.0 RELIEF REQUESTED**

22 **7.1** The Petitioner requests that the child be ordered to return to Mexico as the country of  
23 habitual residence.

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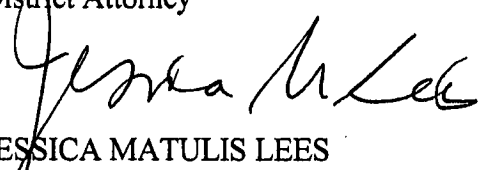
**SUBMISSION**

This Petition is respectfully submitted on the 21st day of May, 2013.

Respectfully submitted,

BONNIE M. DUMANIS  
District Attorney

By:

  
JESSICA MATULIS LEES  
Deputy District Attorney  
Attorneys pursuant to Family Code  
Sections 3131, 3455

9.0

**VERIFICATION**

I, JESSICA MATULIS LEES, declare:

I am an attorney at law duly admitted to practice before all courts of the State of California, and I have my office in San Diego, California. I am a Deputy District Attorney for the County of San Diego District Attorney's Office in the above-entitled matter, and for that reason I make this verification on behalf of said Petitioner.

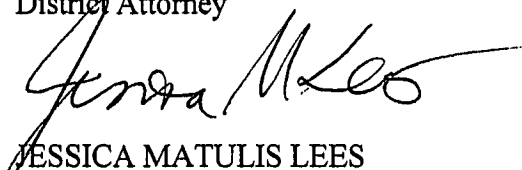
I have received information from District Attorney Investigator Alex Manrique, and have read the Hague Application submitted by Petitioner, as well as the documents provided by Petitioner and Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge, on my information and belief, and that this Verification was executed on the 21<sup>st</sup> day of May, 2013 in San Diego, CA.

Respectfully submitted,

BONNIE M. DUMANIS  
District Attorney

By:

  
JESSICA MATULIS LEES  
Deputy District Attorney  
Attorneys pursuant to  
Family Law Code Sections 3131, 3455

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District Attorney  
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Deputy District Attorney  
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LORENA MONTOYA ZAMORA,

and

RESPONDENT:

GARY MICHAEL HOPKINS.

D 542977

NOTICE OF INTENT TO CALL  
TO CALL WITNESSES

[Hague Convention I.C.A.R.A  
42 U.S.C. 11601, et seq.]

The following witnesses may testify at the hearing on the subjects stated in the Petition:

1. Lorena Montoya Zamora, Petitioner (via telephone)
2. District Attorney Investigator Alex Manrique

Date: May 21, 2013

Respectfully submitted,

BONNIE M. DUMANIS  
District Attorney

By:



JESSICA MATULIS LEES  
Deputy District Attorney  
Attorneys pursuant to Family Law Code  
Sections 3131, 3455



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RESPONDENT:  
GARY MICHAEL HOPKINS.

D 542977

HAGUE PETITION EXHIBITS

[Hague Convention I.C.A.R.A.  
42 U.S.C. 11602, et seq.]

Hague Petition Exhibits

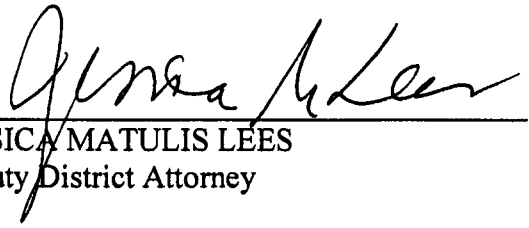
1. Civil Code for the State of Baja California
2. Hague Application
3. Photographs of Child and Respondent (originally provided as an attachment to the Hague Application)
4. Birth certificate of Brianna Michele Hopkins Montoya (originally provided as an attachment to the Hague Application)
5. Lease contract and receipts (originally provided as an attachment to the Hague Application)
6. Identification items for Respondent (originally provided as an attachment to the Hague Application)
7. Photographs (originally provided as an attachment to the Hague Application)
8. Passport for Child (originally provided as an attachment to the Hague Application)
9. Declaration of District Attorney Investigator Alex Manrique

1 Date: May 21, 2013

Respectfully submitted,

2 BONNIE M. DUMANIS  
3 District Attorney

4  
5 By:

  
6 JESSICA MATULIS LEES  
7 Deputy District Attorney

8 Attorneys pursuant to Family Law Code  
9 Sections 3131, 3455  
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CIVIL CODE FOR THE STATE OF BAJA CALIFORNIA



SECTION ONE: ON PERSONS

TITLE FIFTH: ON MARRIAGE  
CHAPTER X ON DIVORCE

**Article 280.** The divorce decree will determine the situation of the children, according to the following rules:

First. When the grounds for divorce are among those contemplated in fractions I (proven adultery), II (pregnancy of the wife by a man other than the husband, at the time of the marriage and unknown to the husband), III (attempt to prostitute the spouse), IV (inciting the spouse to commit a crime), V (immoral acts intended to corrupt the children), XIV (the conviction for an ignominious crime under which he is sentenced to imprisonment in a penal institution for a term of two years or longer), XV (habitual gambling, drinking or drug use) and XVIII (domestic violence against the spouse or children) of article 264, the children will remain under the parental authority/responsibility (*patria potestas*) of the innocent spouse. If both spouses are guilty, the children will then be under the parental authority/responsibility (*patria potestas*) of the corresponding ancestor or, in the absence of one, a legal guardian will be named.

Second. When the grounds for divorce are among those contemplated in fractions X (judicially declared absence or presumption of death) and XVI (commission of an act against the spouse that would be criminally penalized if committed against a stranger) of article 264, the children will remain under the parental authority/responsibility (*patria potestas*) of the innocent spouse. However upon the death of the innocent spouse, the guilty spouse will recover parental authority/responsibility (*patria potestas*) over the children. If both spouses are guilty, the exertion of parental authority/responsibility (*patria potestas*) will be suspended until the death of one of the parents, in which case the other one will recover parental authority/responsibility (*patria potestas*). In the meantime, the children will be under the parental authority/responsibility (*patria potestas*) of the corresponding ancestor or, in the absence of one, a legal guardian will be named.

Third. When the grounds for divorce are among those contemplated in fractions VI (suffer from syphilis, tuberculosis or any other chronic or incurable disease that is also contagious or hereditary as well impotence unknown at the time of marriage) and VII (incurable mental

**Article 412.** When both parents have claimed paternity over a child born out of wedlock and they live together, they will jointly exert parental authority/responsibility (*patria potestas*). If they do not live together, what is established by articles 377 and 378 will apply.<sup>1</sup>

**Article 413.** In the cases foreseen by articles 377 and 378, when due to any circumstance one of the parents ceases to exert parental authority/responsibility (*patria potestas*), it shall be exerted by the other one.

**Article 414.** When the parents of a child born out of wedlock that were living together separate and in case the parents cannot agree on the matter, the judge will designate which parent will exert parental authority/ responsibility (*patria potestas*), always considering the best interest of the child.

**Article 415.** In the absence of both parents, the ancestors listed in fractions II and III of article 411<sup>2</sup> shall exert parental authority/responsibility (*patria potestas*) over the children in the order established by the judge, considering the circumstances of the case.

**Article 416.** Parental authority/responsibility (*patria potestas*) over an adoptive child when adopted through simple adoption shall only be exerted by the persons who adopt him or her. The rules that apply to the parents' biological children are the same that apply to adoptive children when adopted through full adoption.

**Article 417.** Only by absence or impediment of those who are primarily called to exert parental authority/responsibility (*patria potestas*) shall those who follow exert it in the order established by the previous articles. If only one of the two persons to whom it corresponds to exert parental authority/responsibility (*patria potestas*) is absent, the person remaining will continue in the exertion of this right.

**Article 418.** As long as the child is under parental authority/responsibility (*patria potestas*), he or she shall not leave the residence of those who exert it without their permission or by order emitted by an authority legally qualified to do so.

**Article 419.** The persons holding a minor under their parental authority/responsibility (*patria potestas*) or under their custody have the obligation to conveniently educate him or her.

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<sup>1</sup> Article 377. When the unmarried mother and father that do not live together formally recognize the child at the same time, they will agree on which one of them will hold custody of the child. In case of a disagreement, the local family judge will decide, hearing the parents and the social service institution (DIF), according to the best interest of the minor.

Article 378. When the recognition is made separately by unmarried parents who do not live together, custody will be granted by the first one to recognize the child, unless there is another agreement among the parents and as long as the local family judge does not deem it necessary to modify the agreement due to a serious cause, by means of a hearing with the interested parties and the public social service institution (DIF).

<sup>2</sup> By the father and mother, by the paternal grandfather and grandmother and by the maternal grandfather and grandmother.

jeopardize the safety, health, morals, tranquility, well-being or peaceful development of the minor or incapacitated person, even when these actions are not penalized under criminal law;

- IV. When those who exert parental authority/responsibility (*patria potestas*) allow or tolerate behaviors that threaten the child's safety or physical, emotional and sexual integrity;
- V. When the father or mother or whoever exerts parental responsibility (*patria potestas*) abandons the child without just cause for a period of three months or longer in a public or private welfare agency;
- VI. For the exposure of the child for more than a day in a situation that puts his or her well-being at risk;

Regarding the previous paragraph (fraction VI), a child is considered exposed if his or her origin is unknown and he or she is left helpless in a hospital, private home or any other public or private place by those who by Law are obligated to protect him or her.

Fraction V refers to the abandonment of a minor whose origin is known and those who exert parental authority/responsibility (*patria potestas*) or legal guardianship over him or her have ceased to comply with their duties, allowing for a public or private welfare institution to be responsible for the minor. This abandonment is not interrupted if the father, mother or whoever exerts parental responsibility/authority (*patria potestas*) or legal guardianship visits the minor without immediately resuming the duties that naturally and legally derive from the relationship.

The public social service system (DIF), through the Attorney General's Office for the Defense of Minors and Family can initiate procedures to terminate paternal authority/responsibility (*patria potestad*) over abandoned or exposed minors and will have the authority to ask for the minor to be immediately reintegrated into an appropriate family environment in adoptive or foster homes.

**Article 442.** The mother or grandmother that contracts a second marriage shall not lose parental authority/responsibility (*patria potestas*) upon that fact.

**Article 443.** The new husband shall not exert parental authority/responsibility (*patria potestas*) over the children of the previous marriage.

**Article 444.** . Paternal authority/responsibility can be suspended;

- I. Due to a judicially pronounced lack of capacity;
- II. Due to judicially pronounced absence;
- III. Due to a guilty verdict that imposes the suspension as part of the sentence.



**Secretaría de Relaciones Exteriores**  
**Dirección General de Protección a Mexicanos en el Exterior**  
**Derecho de Familia**  
**Restitución Internacional de Menores**

Página | 1

Para llenado exclusivo de la Delegación de la SRE:

TIJUANA

Delegación

ESTADOS UNIDOS

País requerido

[Marque sólo una opción]

Derechos de Visita  
Access Rights

☐

Restitución Internacional  
International Abduction

☒

Número de menores  
Number of minors

HOPKINS

MONTAYA

BRIANNA MICHELE 1

Apellido paterno/Last name	Apellido materno/Middle name	Nombre(s)/First name	Edad/Age
HOPKINS	MONTAYA	BRIANNA MICHELE	1

SELLO, FECHA Y HORA DE  
RECEPCIÓN

30 AGO 2012



# M É X I C O

## SECRETARIA DE RELACIONES EXTERIORES SOLICITUD DE ASISTENCIA CON BASE EN LA CONVENCION DE LA HAYA SOBRE LOS ASPECTOS CIVILES DE LA SUSTRACCION INTERNACIONAL DE MENORES

El llenado de la presente solicitud es exclusivo del solicitante, favor de llenar los espacios con letra de molde o a computadora. / Applicant must fulfill this form exclusively. Please, type or fill in the blanks the requested information.

Página | 2

Número de menores  
Number of minors

☐

Derechos de Visita  
Access Rights

☐

Restitución Internacional  
International Abduction

☒

### I DATOS DEL MENOR / INFORMATION OF THE MINOR

NOMBRE DEL MENOR / NAME OF THE MINOR

Hopkins | Montoya | Brianna Michele

Apellido paterno / Last name

Apellido materno / Middle name

Nombre(s) / First name

26 / 10 / 2010 | Tijuana, México | Mexican / American

Fecha de nacimiento / Date of birth

Lugar de nacimiento / Place of birth

Nacionalidad / Nationality

26 / 10 / 2026 | female | 1 year 10 months

Cumplirá 16 años el / Who will be the age of 16 years on

Sexo / Gender

Edad / Age

484769669 | 25 / 10 / 2016 | México

Número de pasaporte /

Y

Fecha de Caducidad /

Residencia habitual ANTES DE LA SUSTRACCION /

Passport number

and

Expiry date

Habitual residence BEFORE THE ABDUCTION

### INFORMACIÓN FÍSICA / PHYSICAL INFORMATION

80 centimeters | 26 pounds | blond | blue

Estatura / Height

Peso / Weight

Color de cabello / Hair color

Color de ojos / Eyes color

Señas particulares / Distinctive marks

### POSIBLE UBICACIÓN / PROBABLE LOCATION

① 670 F street | # 41 | Chula Vista

Calle / Street

Núm / Num Int / Appt

Colonia

Chula Vista | |

Ciudad / City

Municipio / County

Comunidad o pueblo / Community or town

California | United States | 91910

Estado o provincia / State or region

País / Country

C.P. / ZIP Code

② 411 Woodbridge St. San Luis Obispo, California  
Zip code 93401



## ANEXO I / ANNEX I

LLENAR ESTA PARTE SOLO SI SE SOLICITA LA RESTITUCION O DERECHOS DE VISITA DE MAS DE UN MENOR/ FILL THIS PART ONLY IF YOU ARE REQUESTING THE RETURN OR ACCESS RIGHTS OF MORE THAN ONE CHILD

NOMBRE DEL MENOR /NAME OF THE MINOR

Página | 3

En caso de requerir más espacio para otro menor, favor de fotocopiar esta hoja / If you need more space, please photocopy this page.

Apellido paterno/Last name		Apellido materno/Middle name		Nombre(s)/First name	
DD / MM / YYYY					
Fecha de nacimiento/Date of birth		Lugar de nacimiento/Place of birth		Nacionalidad/Nationality	
DD / MM / YYYY					
Cumplirá 16 años el/Who will be the age of 16 years on		Sexo/Gender		Edad / Age	
DD / MM / YYYY					
Número de pasaporte/ Y Passport number and		Fecha de Caducidad/ Expiry date		Residencia habitual ANTES DE LA SUSTRACCION/ Habitual residence BEFORE THE ABDUCTION	

## INFORMACIÓN FÍSICA/PHYSICAL INFORMATION

Estatura/Height		Peso /Weight		Color de cabello/Hair color		Color de ojos/Eyes color	
Señas particulares/Distinctive marks							

NOMBRE DEL MENOR /NAME OF THE MINOR

Apellido paterno/Last name		Apellido materno/Middle name		Nombre(s)/First name	
DD / MM / YYYY					
Fecha de nacimiento/Date of birth		Lugar de nacimiento/Place of birth		Nacionalidad/Nationality	
DD / MM / YYYY					
Cumplirá 16 años el/Who will be the age of 16 years on		Sexo/Gender		Edad / Age	
DD / MM / YYYY					
Número de pasaporte/ Y Passport number and		Fecha de Caducidad/ Expiry date		Residencia habitual ANTES DE LA SUSTRACCION/ Habitual residence BEFORE THE ABDUCTION.	

## INFORMACIÓN FÍSICA/PHYSICAL INFORMATION

Estatura/Height		Peso /Weight		Color de cabello/Hair color		Color de ojos/Eyes color	
Señas particulares/Distinctive marks							



II. INFORMACIÓN DE LA PERSONA O INSTITUCIÓN QUE SOLICITA LA RESTITUCIÓN O EL GOCE DE DERECHOS DE VISTA/  
 II. INFORMATION CONCERNING THE PERSON OR INSTITUTION TO WHOM THE CHILD IS TO BE RETURNED OR REQUESTS THE ENJOYMENT OF THE RIGHT OF ACCESS

## RELACIÓN CON EL MENOR/ RELATIONSHIP TO CHILD/REN

Página | 4

Padre/ ☐ Father    Madre/ ☒ Mother    Ambos/ ☐ Both    Institución/ ☐ Intitution    Otro: / ☐ Other: \_\_\_\_\_

¿Ejercía el solicitante la patria potestad y/o custodia del menor?

Does the solicitor have the *patria potestas* and/or custody of the minor?☐

Sí/Yes

☐

No/No

11/2/25

Montoya	Zamora	Lorena
Apellido paterno/Last name	Apellido materno/Middle name	Nombre(s)/First name
36	Estado de México/México	Mexican
Edad/Age	Lugar de nacimiento/Place of birth	Nacionalidad/Nationality
		36
Otra nacionalidad/Other nationality	Sexo/Gender	Edad / Age

INSTITUCIÓN/INSTITUTION. (llenar sólo si el solicitante es una institución)/(fill only if the solicitor is an institution).

Nombre de la Institución/Institution's Name	Representante /Representative

## DIRECCIÓN/ADDRESS

Facultad de Odontología    2543    Otay Universidad

Calle/Street    Num    Int/Appt    Colonia

Tijuana    Tijuana   

Ciudad/City    Municipio/Municipality    Comunidad o pueblo/County or town

Baja California    México   

Estado o provincia/State or region    País/Country    C.P. /ZIP Code

## DATOS DE CONTACTO/ CONTACT INFORMATION

( )	( )	(664) 805-0457	(mexican)
Teléfono de casa/Home number	Teléfono de oficina/Office number	Celular/Mobile	

brandon.rmontoya@hotmail.com	
Correo electrónico/E-mail	Otros/Others

INFORMACION DE LA PERSONA QUE PRESUNTAMENTE SUSTRAYO O RETUVO AL MENOR O IMPIDE LOS DERECHOS DE VISITA/ INFORMATION CONCERNING THE PERSON ALLEGED TO HAVE WRONGFULLY REMOVED OR RETAINED THE CHILD, OR IMPEDING THE ACCESS RIGHTS

RELACIÓN CON EL MENOR/ RELATIONSHIP TO CHILD/REN

Página | 5

Padre ☒ Madre ☐ Ambos ☐ Otro: \_\_\_\_\_  
 Father ☒ Mother ☐ Both ☐ Other: \_\_\_\_\_

Hopkins		Gary Michael
Apellido paterno/Last name	Apellido materno/Middle name	Nombre(s)/First name
41		American
Edad/Age	Lugar de nacimiento/Place of birth	Nacionalidad/Nationality
	male	
Otra nacionalidad/Other Nationality	Sexo/Gender	Edad / Age
	MM / DD / YYYY	MEXICO / USA
Alias	Número de pasaporte Y Fecha de Caducidad	Residencia habitual
Also know as	Passport number and Expiry date	Habitual residence

## INFORMACIÓN FÍSICA/PHYSICAL INFORMATION

60 Feet	215 Lb.	blond	blue
Estatura/Height	Peso /Weight	Color de cabello/Hair color	Color de ojos/Eyes color
Señas particulares/Distinctive marks			

## POSIBLE UBICACIÓN/ PROBABLE LOCATION

Home:

① 670 F street	# 41	Chula Vista
Calle/Street	Núm/num Int/Appt	Colonia
Chula Vista	Chula Vista	
Ciudad/City	Municipio/County	Comunidad o pueblo/Community or town
California	United State	91910
Estado o provincia/State or region	País/Country	C.P. /ZIP Code
(619) 600 40 45	(619) 661 78 89 ext. 6545	(619) 838 20 61
Teléfono de casa/Home number	Teléfono de oficina/Office number	Celular/Mobile
chitib69tje@hotmail.com	Otros/Others	
Correo electrónico/E-mail		

② work:  
 430 Alta Road San Diego, California Zip Code 92179

IV. NARRACION DE LOS HECHOS Y CIRCUNSTANCIAS EN QUE OCURRIÓ LA  
SUSTRACCION O RETENCION ILICITA DEL (LOS) MENOR(ES)/

IV. FACTS AND CIRCUMSTANCES OF THE WRONGFUL REMOVAL OR RETENTION

Deben de indicar fecha, hora y lugar en que ocurrieron los hechos. Si requiere más espacio incluya las hojas que considere necesarias. / Please provide date, time, place and circumstances of the wrongful removal or retention. If you need more space, attach the sheet you require.

information in the attachment

**ANEXO IV/ ATTACHMENT IV**

**IV.- NARRACION DE LOS HECHOS Y CIRCUNSTANCIAS EN QUE OCURRIO LA SUSTRACCION O RETENCION.**

**IV.- FACTS AND CIRCUMSTANCES OF THE WRONGFUL REMOVAL OR RETENTION.**

1.- **Relación sentimental y domicilio.-** Mantuve una relación sentimental con **Gary Michael Hopkins** desde **abril o mayo de 2009**, y desde que salí embarazada **Gary Hopkins** rentó una casa en Tijuana, con domicilio en Avenida Altabrisa 13910 del Fraccionamiento Altabrisa, Otay Tijuana, México, para vivir en familia junto con mis hijos: Brandon Reyes Montoya de 14 años y Edwin Axel Reyes Montoya de 3 años de edad.

1.- **Sentimental relationship and residence address.** - I had a sentimental relationship with Mr. Gary Michael Hopkins since April or May 2009, and since I got pregnant Gary Hopkins lease a house in Tijuana, Mexico, located at Avenida Altabrisa #13910, fraccionamiento Altabrisa, Otay Tijuana, Mexico, to live together as a family with my sons: Brandon Reyes Montoya of 14 years old and Edwin Axel Reyes Montoya of 3 years old.

2.- **Nacimiento de mi hija y domicilio.-** De mi relación sentimental con Gary Hopkins nació en la Ciudad de Tijuana, Baja California México, nuestra hija **Brianna Michele Hopkins Montoya**, el **26 de octubre de 2010**, fue registrada en la oficilia 03, libro 01 acta 05232, del 13 de Diciembre de 2010, de Registro Civil, en Tijuana, México.

Desde mi embarazo y después del nacimiento de mi hija su hogar y domicilio fue la casa habitación ubicada en la **Avenida Altabrisa 13910 del Fraccionamiento Altabrisa, Otay, en Tijuana, México**, viviendo mi hija al lado de sus hermanos Brandon Reyes Montoya de 14 años y Edwin Axel Reyes Montoya de 3 años de edad, de su Madre Lorena Montoya Zamora y Gary Michael Hopkins, cubriendo mi pareja los pagos del arrendamiento del inmueble y gastos de manutención de mi hija.

2.- **Birthday of my daughter and residence address.** - From our relationship we conceived our daughter Brianna Michele Hopkins Montoya in October 26 of 2010, in Tijuana, Baja California, Mexico, and she was registered in December 13 of 2010 at the Recorder County of Tijuana, Mexico, under recorder clerk# 3, book 1, birth certificate# 05232.

Since my pregnancy and after birth of my daughter Brianna, her home and residence address has been the house located at Avenida Altabrisa #13910, Fraccionamiento Altabrisa, Otay Tijuana, Mexico, living together with her brothers Brandon Reyes Montoya of 14 years old and Edwin Axel Reyes Montoya of 3 years old, myself and her father Gary Michael Hopkins, who took over the lease payments of the property and maintenance of our daughter.

3.- **Fecha y lugar de los hechos.-** Estando en nuestro domicilio conyugal de Tijuana, Baja California México, siendo ese día **28 mayo de 2012**, entre 4 ó 5 de la tarde el Señor **Gary Michael Hopkins** después de una discusión de pareja, sin mi consentimiento sustrajo a nuestra hija **Brianna Michele Hopkins** de su casa, de su domicilio familiar ubicado en **Avenida Altabrisa 13910, Fraccionamiento Altabrisa, Otay Tijuana, México**, llevándose la mayoría de la ropa y juguetes de la niña, y su cartilla de vacunación, subiéndola a su carro y trasladándola sin mi

consentimiento a los Estados Unidos de América, separándola de su casa, de sus dos hermanos, y amenazándome que me la iba a quitar y que jamás volvería a saber de mi hija, porque se la llevaría a Estados Unidos de América, con pleno conocimiento de que no tengo pasaporte para cruzar a la Unión Americana, sustrayendo a mi hija de su casa, de su domicilio donde siempre ha vivido y separándola de su núcleo familiar (de sus hermanos y de su Madre), sin ninguna autorización.

Como Madre, no conozco donde tiene a mi hija Gary Hopkins, ni con quien la deja encargada, no sé nada de ella desde que se la llevó el **28 de Mayo de 2012**, lo cual sucedió en Tijuana, México, sin mi voluntad y decidió llevársela a los Estados Unidos de América.

Solicito intervengan para prevenir cualquier daño físico, emocional o descuido hacia mi hija, ya que tiene **1 año 9 meses de edad**, y fue separada de su madre y de sus dos hermanos, por Gary Hopkins, para desvincularla del afecto, contacto físico y emocional de su Madre y de sus hermanos y me está privando del derecho de ver a mi hija, de cuidarla, de darle amor y afecto y de que viva en Tijuana, México, donde siempre ha sido su domicilio antes de la sustracción.

**3.- Dates and places of the subtraction.** - In may **28 of 2012**, around 4 or 5 pm, in our home in Tijuana, Gary Michael Hopkins and I, after a strong discussion, Mr. Gary Michael Hopkins subtract our daughter Brianna Michele Hopkins from our home located at Avenida Altavrisa #13910, Fraccionamiento Altavrisa, Otay Tijuana, Mexico, taking her clothes, toys and immunization record, putting her into his car and taking our daughter away from me, without my consent and bring her to the United States of America, separating her from her home and her brothers, and threatening me saying that he would take our daughter away from me forever and that I would never see her again, because he took our daughter into the United States of America, knowing and taking the advantage that I don't have passport to cross the border, subtracting our daughter and separating her from her home, brothers and her family environment, whit my consent.

As a mother, I don't know where is my daughter Brianna, and where Mr. Gary Hopkins took her, and I don't know where she is staying. I don't know anything about my daughter Brianna since **may 28 of 2012**, subtract her from our home in Tijuana, Mexico, without my consent, and decided to translate her into United States of America.

I solicitate your intervention to prevent, any physical and emotional damage that my daughter can suffer, because she is **1 year and 9 months old** and she was separated from her family by the father Mr. Gary Hopkins, with the purpose of separating her of the affection, physical contact and emotional relation of her mother and brothers, and Mr. Gary Hopkins is privating me of my rights to see my daughter Brianna, to give her my love, affection, and to live in Tijuana, where always has been is home, before the substaction.

**4.- Mi hija en Chicago, Los Ángeles o San Diego.**- El **27 de Junio de 2012**, el Sr. Gary Hopkins, me dijo por teléfono celular (619) 838 2061 y a través de mensajes de texto, que había mandado a mi hija a Chicago, Illinois, con su hermana de nombre **Michelle Rusnuak, quien vive en la Ciudad o condado de Hartford, Chicago Illinois**, y que la niña regresaría por el aeropuerto de Los Ángeles, California el **1o de julio 2012**, y que ese día me la entregaría en el domicilio de



la Avenida Altabrisa número 13910, Fraccionamiento Altabrisa de Otay, en Tijuana, México y espere ese día, y nunca me regreso a mi hija, y no me contesta ninguna llamada, mantiene su celular apagado, por lo que no tengo comunicación con él para saber cómo está mi hija y con quién la dejó encargada, y estoy con el temor de que la haya abandonado o dejado con alguien sin la adecuada supervisión y cuidado.

Inclusive si como él lo dijo, que la mando a Chicago Illinois, Estados Unidos de América, debió de permanecer mi hija en aquella Ciudad de la Unión Americana, del **28 de mayo de 2012 al 1º de Julio de 2012**, desconociendo quien la acompaño en el avión, dónde la dejó, y si él estuvo presente durante el tiempo en que mi hija permaneció en aquella ciudad o simplemente la dejo encargada con alguien, sin supervisión y cuidado directo de su Padre.

Tampoco tengo certeza que mi hija haya regresado de Chicago a Los Ángeles, como él lo dijo **ya que su conducta no es de una persona que esté en plenitud de facultades**, al dejar a su hija encargada o mandarla a Chicago, y el quedarse en California con motivo de su trabajo, manejando la vida de mi hija a control remoto, sin estar al pendiente de cualquier daño físico, emocional o del cuidado que se debe de tener un menor de 1 año 9 meses de edad.

Lo único que me dijo por teléfono fue que mi hija llegaba al Aeropuerto de los Ángeles California, el **1ro de Julio de 2012** y que ese día me la entregaba, en Tijuana, México, situación que no fue cierto.

Hasta el día de hoy el Padre de mi hija, la mantiene en Estados Unidos de América, y desconozco el domicilio en dónde se encuentra, quién la cuida, quién se está haciendo cargo de ella, de su higiene personal, de sus alimentos y la atención, afecto y cariño que requiere.

El Señor Gary Michael Hopkins labora en los Estados Unidos de América como guardia de seguridad en la Prisión del Estado de California "*Richard J. Donovan Correctional Facility*", con domicilio en 480 Alta Road San Diego, CA 92179, generalmente con un horario de trabajo de lunes a viernes de **10:00 pm a 6:00 am**, descansando los días sábado y domingo, **por lo que con motivo de su trabajo no se hace cargo personalmente durante la noche, ni parte del día de mi hija ya que duerme durante el día**, por lo que presumo que la tiene encargada con alguna persona o en algún lugar la dejó, pero definitivamente no está siendo atendida por su Padre.

Domicilio de Gary Hopkins en Estados Unidos.- 670 F street Apt 41 Chula Vista, CA 91910, y tengo conocimiento que vive con una persona de nombre **Larry R. Skelton**, con quien comparte los gastos de la vivienda, por lo que es evidente que mi hija no se encuentra tampoco en dicho domicilio ya que ahí viven dos hombres.

Domicilio de los papas de Gary Hopkins.- 411 Woodbridge Street, San Luis Obispo, California, Codigo Postal 93401, y sus nombres son: Wendell H. Hopkins Jr, y Cheryl Hopkins.

**4.- My daughter in Chicago, Los Angeles or San Diego.** - In June 27 of 2012, I received a phone call from Mr. Gary Hopkins cell phone number (619-838-2061), also received a text

message from the same cell phone number, saying that he sent my daughter Brianna with her sister Michelle Rusnuak, that lives in the city or county of Hartford in Chicago, Illinois, and that my daughter will come back through Los Angeles Airport in **July 1 of 2012**, and that he will bring my daughter back home in Tijuana, Mexico, located at Avenida Altabrisa #13910, Fraccionamiento Altabrisa, Otay, Tijuana, Mexico, fact that never happens, and since that day, I still waiting to see my daughter Brianna. After that, I called him to his cell phone number, but he never answered and keeps turned off his cell phone all the time, obstructing all communications with Mr. Gary Hopkins, he is avoiding my right to know about if my daughter, or where is living, and I'am with fear and suffering thinking, that if she was abandoned, or left her without supervision and good care.

Inclusive, he said, that he sent my daughter to Chicago, Illinois, and I suppose that my daughter stated from **may 28 of 2012, thru July 1, 2012**, unknowing whom traveled with her, where they left her, and if the father Mr. Gary Hopkins was present all the time that my daughter was in that place (Chicago), or if he just dumped her without supervision and care of her own father.

Neither have I had the certainty if my daughter had returned from Chicago through Los Angeles, Airport, like the he said, because his behavior is not from a normal person, since he left or sent my daughter to Chicago, and he stated in California because of his work, managing my daughter's life from the distance, without direct supervision, knowing that my daughter is 1 year, 9 months old.

The only thing that I knew is that my daughter arrived to the Los Angeles Airport on **July 1 of 2012**, and suppose that day; he (Gary) would give me back my daughter Brianna, situation that never happens.

From today's date, the father of my daughter is keeping my daughter Brianna in the United States of America, unknowing the residence address, whom is watching her, whom is caring for her needs, whom is giving her love that she needs.

Mr. Gary Michael Hopkins works in United States of America, as a security guard of the California State Prison "Richard J. Donovan Correctional Facility", located at 480 Alta Road, San Diego, California 92179, with work schedule from Monday through Friday between 10pm through 6am, with the weekends off. Therefore, he doesn't babysitter my daughter either at nights or days, because at nights he works, and in the day time he sleeps, therefore somebody is babysitting or he left her with somebody that I don't know, but definitely, my daughter is not been attended by her father Mr. Gary Michael Hopkins.

Residence address of Mr. Gary M. Hopkins in the United States. - 670 F Street, #41, Chula Vista, Ca. 91910, and I know that he is living with a person named Larry R. Skelton, who shares expenses with Mr. Gary Hopkins. Therefore is evident that my daughter is not living with her father, because in that house lives only two men.

Residence address of Mr. Gary M. Hopkins parents. - 411 Woodbridge Street, San Luis Obispo, CA. 93401, and their names are: Mr. Wendell H. Hopkins Jr., and Mrs. Cheryl Hopkins.

**5.- Responsabilidad de Gary Michael Hopkins en perjuicio de mi menor hija.-** Porque la sustrajo de su domicilio en Tijuana, México, sin mi consentimiento, y **la apartó de la convivencia de sus dos hermanos y del contacto y cuidado que como Madre tengo obligación de cuidar de ella;** ya que su Padre de manera irresponsable tomó una decisión en perjuicio de la menor, de trasladarla a los Estados Unidos de América para que yo no pudiera verla ni defender algún derecho en aquel País, por no tener pasaporte, no conocer el idioma ingles, y además de la responsabilidad que como Madre también tengo que atender a mis dos hijos, y conociendo el Sr. Gary Hopkins todo esto, se aprovecho de mi situación y desventaja.

La responsabilidad del Señor Gary Michael Hopkins, no solo es por haberse llevado a mi hija de su casa, de su domicilio de Tijuana, y haberla trasladado a Estados Unidos de América, sino también porque no está siendo cuidada por su Padre, por lo que se debe de considerar que la abandono o la dejó encargada con algún conocido o familiar, **sin tener la vigilancia y supervisión de quién la está cuidando, con quién esta conviviendo**, en qué lugar de Estados Unidos se encuentra y cómo se encuentra, **pero sobre todo haberla sustraída de su hogar en Tijuana, de la relación afectiva con sus dos hermanos, y sobre todo de no poder ver la suscrita a mi hija, de no saber como esta, en todos estas semanas en que espere pacientemente que me la regresara.**

**5.- Damage responsibility of Mr. Gary M. Hopkins against my daughter Brianna Michele Hopkins Montoya.** - Because Mr. Gary Hopkins subtract my daughter from her residence address in Tijuana, Mexico, without my consent, and separated her from her family environment and contact with her two brothers and the good care of her mother, and her father took a wrong decision taking her away from me, to the United States of America, knowing that I don't have a passport to cross the border and the difficulty to fight any International right in that Country, and also knowing that I don't speak English, and that as a mother I had the responsibility of two more children and that I'm in disadvantage, Gary Hopkins took the advantage of that situation.

The responsibility of Mr. Gary M. Hopkins, is not only the situation of subtracting my daughter without my consent and bring her into the United States, but also because my daughter is not taking good care by her own father, and that situation has to be consider, because I don't know whom is babysitting my daughter or where's she, whom is living with, in which part of the United States is she located, how is she, but after all, the situation that Mr. Gary Hopkins subtract my daughter without my consent from her family environment and contact of her two brothers and obstructing me my right to see her.

**6.- Medidas urgentes de restitución.**- Solicito se tomen las medidas urgentes de restitución y protección del interés superior de mi hija, por la ilícita sustracción y retención que ha hecho su Padre, al haberla trasladado de su casa en Tijuana, Baja California, a los Estados Unidos de América, y con el propósito de arrancarla y desvincularla física y emocionalmente de su Madre, de sus hermanos y de su hogar y negando el derecho que tengo de verla, de cuidar de ella, de asistirla, de atenderla, de convivir, de alimentarla, derecho y obligaciones que con motivo de la sustracción que realizó, están siendo violadas en perjuicio de la salud emocional de la menor.

**Mi hija nació en México, es de nacionalidad Mexicana y Americana, y su domicilio siempre lo es y ha sido en México.**

**6.- Urgent measurements of restitution.** - I request from any Government Agencies to take urgent measurements and protection of my daughter's life and good health, because the illegal subtraction and holding committed by her own father, and took her without my consent to the United States, all this, with the purpose of taking her away from me and separating her, physically and emotionally from her mother, her two brothers and from her own family environment, and deny me the right, that I have as a mother, to love her, feed her, to live together, rights and obligations that Mr. Gary Michael Hopkins violated against my person, and causing serious damages in my daughter's emotional health.



Mi hija Brianna, nació en Mexico, y tiene la Ciudadania Mexicana y Americana y su residencia siempre ha sido la ciudad de Tijuana, B.C. Mexico.

*My daughter Brianna was born in Mexico, and she has the Mexican and American nationality and her residence address always has been and is in Tijuana, Mexico.*

**Tijuana, B.C. Mexico 24 Agosto/August/2012.**

  
**Lorena Montoya Zamora**  
**Madre/Mother**

## V. DATOS DE LOS PADRES/ PARENTS INFORMATION

¿Están o estaban casados? / Are you or were you married?

☐

Sí / Yes

☒

No/No

En caso afirmativo, por favor llene lo siguiente: / If so, please fill the following:

	DD / MM / YYYY
--	----------------

Lugar del matrimonio/Place of marriage

Fecha /Date

	DD / MM / YYYY
--	----------------

Lugar del divorcio/Place of divorce

Fecha /Date

¿Hay alguna resolución o convenio judicial relativo a los menores?/  
Is there any judicial decree related to the minor(s)?

(Deberá anexarse en su caso)/ (If so, please attach it)

☐

Sí /Yes

☒

No/No

¿Habitaban juntos antes de la sustracción?

Were the parents living together before the abduction?

☒

Sí /Yes

☐

No/No

## VI. PROCEDIMIENTOS O INSTANCIAS EN TRÁMITE/PROCEEDINGS IN PROGRESS

Proporcione el espacio debajo los hechos que fundamenta la demanda / In your own words, attach the facts you require.

## DATOS DE CONTACTO DEL ABOGADO/ ATTORNEY'S CONTACT INFORMATION

(664) 687 4304	(664) 687 4304	(664) 177 2008
Teléfono de casa/Home number	Teléfono de oficina/Office number	Celular/Mobile

rodolfoadamca@gmail.com	
Correo electrónico/E-mail	Otros/Others


## VII. COMENTARIOS Y OBSERVACIONES/OTHER REMARKS

- 10) - I live with Gary Hopkins in a non married relation since April of May 2009 till May 28, 2012, in the city of Tijuana, Baja California Mexico, with my 3 children: BEAUN REYES MONTROYA 14 years, EDWIN REYES MONTROYA 3 years, and BRIANNA MICHELE HOPKINS MONTROYA 1 year and 9 months. We live like a family in the address # 13910 ACTABRISA AVENUE, ACTABRISA DEVELOPMENT, OTAY, TIJUANA, B.C. MEXICO.
- 2) - SOCIAL SECURITY NUMBER of Gary Hopkins: 564 33 3569
- 3) SENTRI PASS Gary Hopkins: # 1000 18737 SC163

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## DOCUMENTOS QUE SE ANEXAN/DOCUMENTS ATTACHED

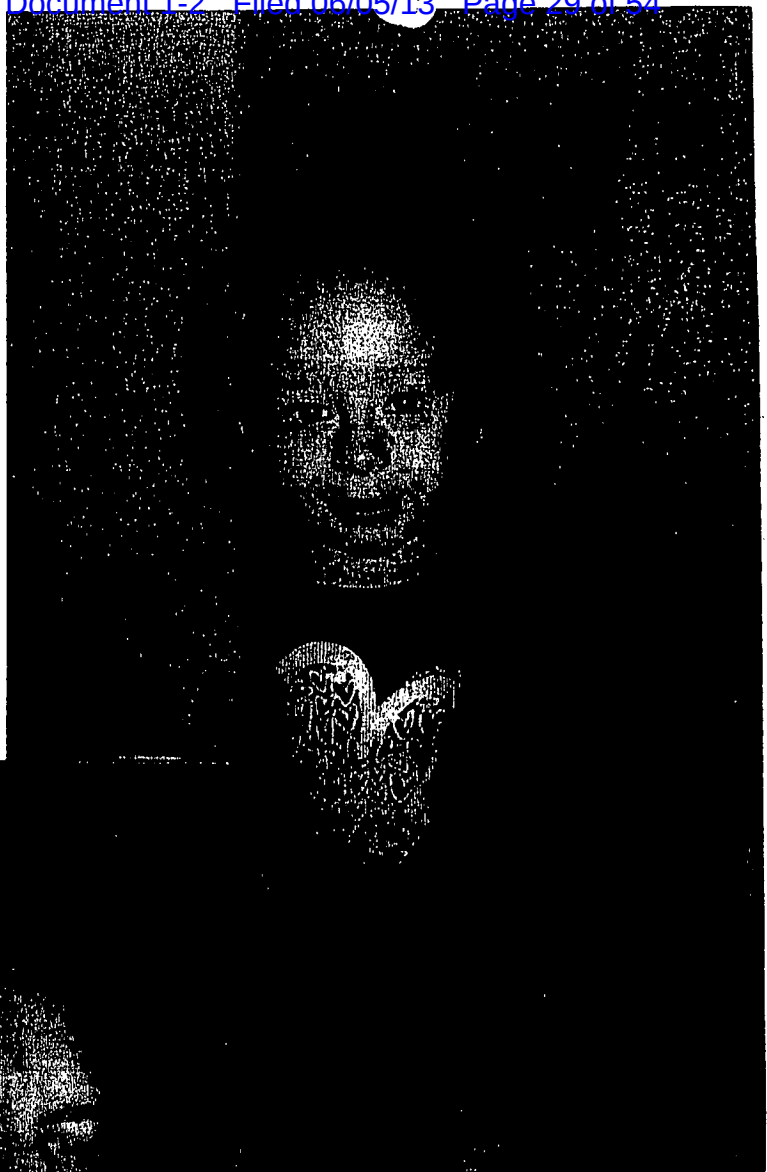
- ☒ FOTOGRAFIA DE MENOR/PHOTOGRAPH OF THE CHILD(REN) attachment photo (1)
- ☒ FOTOGRAFIA DE LA PERSONA QUE PRESUNTAMENTE SUSTRAYO AL (LOS) MENOR(ES)/PHOTOGRAPH OF THE PERSON ALLEGED TO HAVE WRONGFULLY REMOVED THE CHILD(REN) attachment photo (2)
- ☒ COPIA CERTIFICADA DEL ACTA DE NACIMIENTO DEL(OS) MENOR(ES)/CERTIFIED COPY OF THE BIRTH CERTIFICATE OF THE MINOR(S)
- ☐ COPIA CERTIFICADA DEL ACTA DE MATRIMONIO/CERTIFIED COPY OF THE MARRIAGE CERTIFICATE
- ☐ SENTENCIA QUE DECRETA EL DIVORCIO/DIVORCE DECREE
- ☐ ACUERDO O CONVENIO JUDICIAL RELATIVO A LA CUSTODIA Y/O AL EJERCICIO DEL DERECHO DE VISTA/JUDICIAL AGREEMENT CONCERNING CUSTODY OR RIGHT OF ACCESS
- ☒ OTROS (OTHER):
- 1) LEASE RECEIPTS in the name of Gary Hopkins, house in Tijuana, BC 13910 ACTABRISA AVENUE, ACTABRISA DEVELOPMENT, OTAY B.C. MEXICO. (copies)
- 2) COPY DENVER LICENSE, SENTRI PASS, and EMPLOYMENT ID, FROM GARY HOPKINS
- 3) PICTURES in the house of TIJUANA, FAMILY PICTURES, ANNIVERSARY PICTURES.
- 4) BRIANNA MICHELE HOPKINS MONTROYA passport.

  
Lugar y firma/Place and Signature  
TIJUANA, BAJA CALIFORNIA

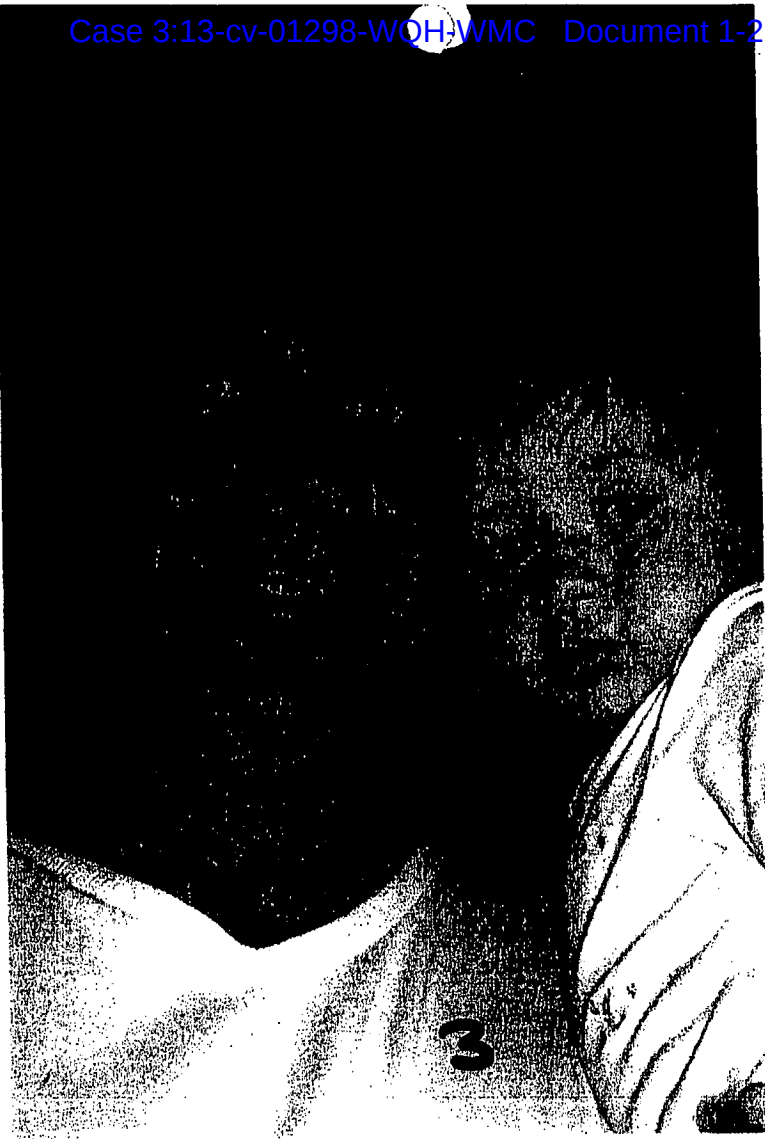
24/August/2012.  
Fecha/Date

**ANEXO II PROPUESTA DE VISITAS/ ACCESS RIGHT PROPOSAL**

El presente documento es una propuesta de acceso a la información. El contenido de la propuesta puede ser modificado o cancelado en cualquier momento. Si usted necesita más información, consulte el sitio web de la oficina de acceso a la información.



2





EN NOMBRE DEL ESTADO LIBRE Y SOBERANO DE BAJA CALIFORNIA CERTIFICO QUE EN EL ARCHIVO DE ESTA OFICIALIA DEL REGISTRO CIVIL OBRA ASENTADA UNA ACTA DE NACIMIENTO DE LA QUE SE EXPIDE Y CERTIFICA LA PRESENTE CONSTANCIA QUE CONTIENE LOS SIGUIENTES DATOS:

## ACTA DE NACIMIENTO

OFICIALIA	LIBRO	ACTA	CRIP	CURP	FECHA DE REGISTRO	HORA REGISTRO
03	01	05232	02004031005232G	-----	13/DICIEMBRE/2010	
LOCALIDAD			MUNICIPIO O DELEGACION		ENTIDAD FEDERATIVA	
LA PRESA A.L.R.			TIJUANA		BAJA CALIFORNIA	

### DATOS DEL REGISTRADO

NOMBRE:	BRIANNA MICHELE	HOPKINS	MONTOYA
	NOMBRE(S)	PRIMER APELLIDO	SEGUNDO APELLIDO
FECHA DE NACIMIENTO:	26/OCTUBRE/2010	LUGAR DE NACIMIENTO:	
TIJUANA	TIJUANA	BAJA CALIFORNIA	MEXICO
LOCALIDAD	MUNICIPIO	ENTIDAD	PAIS
REGISTRADO: <input checked="" type="radio"/> VIVO <input type="radio"/> MUERTO		SEXO: <input type="radio"/> MASCULINO <input checked="" type="radio"/> FEMENINO	

### DATOS DE LOS PADRES

NOMBRE DEL PADRE:	GARY MICHAEL	HOPKINS	
	NOMBRE(S)	PRIMER APELLIDO	SEGUNDO APELLIDO
EDAD: 40		NACIONALIDAD: ESTADOUNIDENSE	
NOMBRE DE LA MADRE:	LORENA	MONTOYA	ZAMORA
	NOMBRE(S)	PRIMER APELLIDO	SEGUNDO APELLIDO
EDAD: 35		NACIONALIDAD: MEXICANA	

### Anotaciones registradas:

PADRE EXTRANJERO. REGISTRO EN BASE AL ART. 68 DE LA LEY GENERAL DE POBLACION.

SE EXPIDE Y CERTIFICA LA PRESENTE CONSTANCIA DE REGISTRO A LOS 5 DIAS DEL MES DE JULIO DEL AÑO 2012 EN CUMPLIMIENTO DEL ARTICULO 35 DEL CODIGO CIVIL VIGENTE EN EL ESTADO DE BAJA CALIFORNIA DOY FE.

EN LOS TERMINOS DEL ARTICULO 68 DE LA LEY ORGANICA DEL REGISTRO CIVIL

e. BEATRIZ FÉLIX ESPINOZA  
OFICIAL 03 DEL REGISTRO CIVIL



SELLO DE LA OFICIALIA  
DEL REGISTRO CIVIL

TJ 0627733



UNITED MEXICAN STATES  
GOVERNMENT OF THE FREE AND SOVEREIGN STATE BAJA CALIFORNIA  
REGISTRAR - RECORDER OF BAJA CALIFORNIA  
BIRTH CERTIFICATE

NUMBER.-TJ 0627733

IN THE NAME OF THE FREE AND SOVEREIGN STATE OF BAJA CALIFORNIA AND AS REGISTRAR  
RECORDER OF THIS PLACE I CERTIFY THAT IN THE FILE OF THIS OFFICE OF THE REGISTRAR  
RECORDER IT WAS ENTERED A BIRTH CERTIFICATE WHICH HAS THE FOLOWING DATA:

OFFICE	YEAR	BOOK	CERTIFICATE	REGISTRATION DATE
03	--	01	05232	DECEMBER 13, 2010
TOWN		CITY		STATE
LA PRESA A.L.R.		TIJUANA		BAJA CALIFORNIA

DATA OF REGISTERED CHILD

NAME: FIRST NAME.- BRIANNA MICHELE.- MIDDLE.-MONTROYA.- LAST: HOPKINS.-  
BIRTHDATE.- OCTOBER 26, 2010.-  
BIRTHPLACE.- CITY.-TIJUANA.-STATE.-BAJA CALIFORNIA, MEXICO.-  
THE CHILD WAS REGISTERED.- ALIVE.- SEX.-FEMALE.-

PARENTS INFORMATION

NAME OF FATHER.- FIRST NAME.-GARY MICHAEL.- MIDDLE.-----LAST.-HOPKINS.- NATIONALITY.-  
UNITED STATES OF AMERICA.- AGE: 40 YEARS OLD.-

NAME OF MOTHER.- FIRST NAME.-LORENA.- MIDDLE.-ZAMORA.-LAST.-MONTROYA.- NATIONALITY.-  
MEXICAN.- AGE: 35 YEARS OLD.-

FOREIGNER FATHER, REGISTER IN BASE OF ARTICLE 68, OF THE PEOPLE ACT.-

THE PRESENT CERTIFICATE IS ISSUED ON THE 5TH DAY OF JULY OF THE YEAR 2012,  
PURSUANT TO ARTICLE 35 OF THE CIVIL CODE IN THE STATE OF BAJA CALIFORNIA.- I  
ATTEST.-

BEATRIZ FELIX ESPINOZA

A SIGNATURE AND THE OFFICIAL SEAL OF THE RECORDER.

TIJUANA, BAJA CALIFORNIA, AUGUST 21, 2012

THIS IS A TRANSLATION TAKEN FROM ITS ORIGINAL DOCUMENT IN THE SPANISH  
LANGUAGE WHICH IS TRUE AND CORRECT ACCORDING TO MY KNOWLEDGE  
ASSISTANT OF THE JUDICIAL ADMINISTRATION OF THE STATE, IN THE ENGLISH  
LANGUAGE.

LIC. MICHELLE IVERSON VILLASEÑOR





Anexo Contrato y recibos de arrendamiento / lease contract attached:

Se anexa contrato de arrendamiento de la casa habitación ubicada en Av. Altabrisa #13910 Fracc. Altabrisa de la ciudad de Tijuana, B.C. de fecha 1 de febrero de 2012, donde en la cláusula IV se establece como plazo de arrendamiento de 6 meses, sin embargo la pareja conformada por el Sr. Gary Michael Hopkins y Lorena Mantoya Zamora siguieron viviendo en dicho domicilio después de concluir el arrendamiento.

*I attached the Lease Contract from the property located at Avenida Altabrisa #13910, fracc. Altabrisa, in Tijuana, B.C. dated on February 01 of 2012, where in clause IV is stipulated that the following contract is good for 6 months, however Mr. Gary Hopkins and Mrs. Lorena Montoya Zamora, continued living in the house after the contract was expired.*

El contrato se firmó únicamente por el Sr. Gary Michael Hopkins y su fiador, sin embargo se anexan recibos de los pagos de arrendamiento realizados por el Sr. Gary Michael Hopkins correspondientes a los meses:

*The present contract was signed only by Mr. Gary Michael Hopkins and his guarantor; however, I'm attaching lease payments receipts executed by Mr. Gary Michael Hopkins only, corresponding to the following months:*

- febrero 2011 / february 2011
- mayo 2011 / may 2011
- diciembre 2011 / december 2011
- enero 2012 / january 2012
- febrero 2012 / february 2012
- marzo 2012 / march 2012
- mayo 2012 / may 2012

### LEASING AGREEMENT

**LEASING AGREEMENT** that celebrate by Mrs. **LIBRADA ELENA NAVARRETE DOMINGUEZ**, from now on The Lessor and for the other part Mr. **GARY HOTTKINS**; from now on The Lessee, to abide under the provisions of:

#### DECLARATIONS:

**FIRST.** - Both parties declare that the matter of the present contract is: The dwelling unit is located at Avenida Altabrisa #13910, Fracc. Altabrisa in this city.

**SECOND.** - Declare Mr. Gary Hottkins cel number 124-8371 (The Lessee) that accepts on lease from the rightful owner, Mrs. Librada Elena Navarrete Dominguez (The Lessor), the dwelling unit before described.

**THIRD.** - Declare both parties: That in attention mentioned before, they are agreed in subject their agreement under the terms and conditions stipulated in the next:

#### JUR CLAUSES

**I. - The monthly price of the leasing.** Is the amount of \$900.00 (Nine hundred dollars 00/100 AMERICAN CURRENCY), payable in monthly payments in advance, to the Lessor or to whom is the legal representative, the first day of each month.

**II. - The place for payment.** The Lessee is obliged to pay the rents the first of each month at the address located in Avenida Altabrisa #13910, fracc. Altabrisa, Tijuana, Baja California.

**III. - Constancy of the property receiving.** The dwelling unit mentioned before, the Lessee receipts with this date, and states that the property is in perfect conditions and that is free from hidden vice, and that the Lessee will returned in the same conditions to the he Lessor, for that reason the Lessee will assumes the legal responsibility for any damages caused to the property.

**IV. - The term of this leasing.** It begins from February 1 of 2011, and is for 6 months, and will conclude august 01 of the same year.

**V. - Purpose of the property leasing.** The dwelling unit will be exclusive to live in, legal and rightful ownership, and the Lessee is obligated to conserve personally this purpose and he will be responsible of any variety of the property in the future, and that case if the Lesser doesn't respect this covenant, the Lessor will request the immediately vacate the property.

**VI. - Public Services.** The Lessee is obligate to pay all the public services that he needs in the property or public services are included with the property, such: Gas and Electric, water, telephone, etc. and also to present the paid receipts each month to the Lessor.

**VII. - The Lessee.** Is obligate to fulfill the content of this contract and he is specifying that the property will be habituated for 2 adults and 2 children, and will not habited more persons without consent of the Lessor.

**VIII. - Civil Responsibility.** The Lessee will be responsible of any future damages to the property, coming from any cause from either if the family members caused or himself.

**IX. - Permission to alter the property.** The Lessee will not perform any changes to the property unless if the Lessor gives a writing permission:

a) To alter the property leasing.

- b) To do improvements.
- c) To not habit more people that is stipulated in this contract.
- d) To make any changes to the leasing in favor of the third party.

Under any circumstance the owner of the property will be obligated to pay any improvements, and for that reason if the Lessee wants to take away his improvements, he will be responsible to fix any damages cause to the property.

**XI.- Prohibition to retain the rents.-** Under any circumstance the Lessee will retain the rents or ask for any discount, and for that reason he fully resigns to the legal rights that the Civil Code of this city concede under the sections 2295, 2319 and 2364.

**XI.- Prohibition of subtenancy.-** The property, matter of this contract, the Lessee will not subtenancy or pass the legal rights of this contract, unless, the Lessor approved in writing.

**XII.- Petition of Clearing the property.-** In the case of that the Lessor needs to repair, modify or sells his property, the Lessee obligate to clear the property in a term of 30 days continuous from the date that he receive the writing notification.

**XIII. - Causes of termination of this contract.-** This contract will be conclude for any causes that is stipulated in section 2357 of the mentioned Civil Code, and also for the expiration stipulated in the clause IV of this contract. Expired this term, the Lessee will clear the property and will returned to the legal owner or legal representative, with no debts of public services, presenting the corresponding receipts, because this contract is not extendable, and for that reason the Lessee resigns to his legal right that the section 2359 gives to him.

**XIV. - Faculty of cancellation.-** The breaking of this contract in any of its clauses, also in the clauses stipulated in section 2363 of the Civil Code, authorize to the Lessor to ask for the cancellation of this rental agreement or to enforced, however the Lessee is obligate to pay to the Lessor the amount of 10 dollars (TEN DOLLARS 00/100 AMERICAN CURENCY) daily, for the compensation of the legal damages that may cause because of the retention of the property from the Lessee, and also for the legal expenses. This amount will pay in independence of the monthly rent, stipulated in the clause I, and will be causing this charges until the Lessor obtain in full the property.

**XV. - Guarantee.-** To guarantee the damages that the Lessee may cause to the property, he gives a deposit of \$900.00 (NINE HUNDRED DOLLARS 00/100 AMERICAN CURENCY), that the Lessor will give it back as long the property is in the conditions that he received at moment of sign this contract. In a case that if the property is fixed for any damages caused by the Lessee, and if the money mentioned before is not enough for reparations, he will be pay the difference. Also, in a case that the present contract ends for cancellation or breach of contract, the Lessor will not give back the deposit.

**XVI. - Jur Bondsman.-** Mr. RAUL MORENO NAVARRO, that he lives at Avenida Aranjuez #23677, Int.48, fracc.Villas del Real, cel:phone number 108-8699.

**XVII. - Desocupant forward.-** The Lessee will obligate to notice in writing to the Lessor 30 days before leaving the property.

**XVIII. - Conventional Penalty.-** In the case that the Lessee does not pay the rent in the 01 of each month, he agrees to pay the amount of 10 dollars (TEN DOLLARS 00/100 AMERICAN CURENCY), daily for the delay, after the 3 days of grace.

**XIX. - Different Obligations of the Lessee.-** Independently of the obligations mentioned in the present contract, the Lessee accepts to comply the following obligations:

- a) To the moment of paying the rent, he will show the receipts of the public services that he contracted.

b) To keep clean the space putting the trash into the property containers.

c) To keep clean, clear, in order all the articles that are located in the crane of the property, keeping with not modifications.

XX. - The Lessee signs in this act, and he is aware that the property, matter of this contract, at the moment is not for sale, and if it does, he accepts to desocupant forward, in a term of 30 days from the date the Lessor will notify him.

XXI. - Jurisdictional Competence.- For the Interpretation, execution or fulfill this contract, both parties agree to submit to the Jurisdiction of the Jur Court of Tijuana, Baja California, renouncing expressly to any legal competence because the reason of address in the present or the future may be correspond.

Being read the present agreement and understood its legal consequences for both parties, and declare that is their free will to comply and that there is not error, bad faith or violence, and they stated that they are Mexicans, and to be an adult, suitable to legally obligate and contract.

TIJUANA, BAJA CALIFORNIA 01 of February of 2011.

Mr. Gary Hottkins

LESSEE

Mrs. Librada Elena Navarrete D.

LESSOR

Mr. Raul Moreno Navarro

JUR BONDSMAN

## CONTRATO DE ARRENDAMIENTO

**CONTRATO DE ARRENDAMIENTO**, QUE CELEBRAN POR UNA PARTE, SRA. LIBRADA ELENA NAVARRETE DOMÍNGUEZ EN LO SUCESTIVO "EL ARRENDADOR", Y POR LA OTRA EL SR. GARY HOTTKINS; EN ADELANTE "EL ARRENDATARIO" SE SUJETAN AL TENOR DE LAS SIGUIENTES:

### DECLARACIONES:

**PRIMERA.- AMBAS PARTES DECLARAN.- QUE LA MATERIA DEL PRESENTE CONTRATO ES: LA CASA HABITACION UBICADA EN EL DOMICILIO CONOCIDO COMO AV. ALTABRISA #13910 FRAC. ALTABRISA DE ESTA CIUDAD.**

**SEGUNDA.- DECLARA EL SR. GARY HOTTKINS C.E.L. 124-8371 (ARRENDATARIO), QUE ACEPTA EN ARRENDAMIENTO DE SU LEGITIMO PROPIETARIO, LA SRA. LIBRADA ELENA NAVARRETE DOMÍNGUEZ (ARRENDADOR), LA CASA HABITACION ANTES DESCRITO.**

**TERCERA.-DECLARAN AMBAS PARTES: QUE EN ATENCION A LO EXPUESTO ESTAN CONFORMES EN SUJETAR SU COMPROMISO A LOS TERMINOS Y CONDICIONES ESTIPULADAS EN LAS SIGUIENTES:**

### CLAUSULAS

**I.- EL PRESIO MENSUAL DEL ARRENDAMIENTO, ES LA CANTIDAD DE \$900.00 (NOVECIENTOS DOLARES 00/100 MONEDA AMERICANA), PAGADERA EN MENSUALIDADES ADELANTADAS AL ARRENDADOR O A QUIEN SUS DERECHOS REPRESENTA EL DIA -1- DE CADA MES.**

**II.- LUGAR DE PAGO.- EL INQUILINO SE OBLIGA A CUBRIR LAS RENTAS EL DIA PRIMERO DE CADA MES EN EL DOMICILIO UBICADO EN AV. ALTABRISA #13910 FRAC. ALTABRISA DE ESTA CIUDAD DE TIJUANA BAJA CALIFORNIA.**

**III.- CONSTANCIA DE RECEPCION DE INMUEBLE.- LA CASA HABITACION ANTES DESCRITA LA RECIBE CON ESTA FECHA HACIENDOSE CONSTAR QUE TANTO EL, COMO CUANTO LE CORRESPONDE SE ENCUENTRA EN PERFECTO ESTADO, QUE NO TIENE VICIOS OCULTOS Y QUE EN ESTAS MISMAS CONDICIONES SE DEVOLVERA AL ARRENDADOR, POR LO QUE EL INQUILINO SE HACE TOTAL Y UNICAMENTE RESPONSABLE DE LOS DESPERFECTOS QUE EN LO FUTURO SE PUDIESEN SUCEDER.**

**IV.- EL TERMINO DE ESTE CONTRATO.- MISMO QUE EMPIEZA A CORRER EL 1 DE FEBRERO DEL 2011, ES DE 6 MESES POR LO QUE CONCLUYE EL DIA 1 DEL MES DE AGOSTO DEL 2011.**

**V.- DESTINO DE LA COSA RENTADA.- LA COSA RENTADA SE DESTINARA EXCLUSIVAMENTE PARA USO HABITACIONAL, PROPIEDAD DEL ARRENDADOR, QUIEN SE OBLIGA A CONSERVAR PERSONALMENTE DICHO USO Y A NO VARIARLO, Y SERA MOTIVO SUFICIENTE PARA QUE EL PROPIETARIO O SU REPRESENTANTE GESTIONE SU DESOCUPACION SI HICIERE OTRO USO DE ELLA.**

**VI.- SERVICIOS PUBLICOS.- EL ARRENDATARIO SE OBLIGA A PAGAR POR SU CUENTA TODOS LOS SERVICIOS QUE SE ESTABLESCAN O ESTEN ESTABLECIDOS EN LA COSA QUE SE RENTA, TALES COMO ENERGIA ELECTRICA, AGUA, GAS, TELEFONO, ETC. Y ASI MISMO A PRESENTARSELOS AL PROPIETARIO CADA MES TOTALMENTE PAGADOS.**

**VII.- EL ARRENDATARIO.- SE OBLIGA A CUMPLIR CON LO ESCRITO EN LA SOLICITUD DE ARRENDAMIENTO PROPORCIONADA CON ANTERIORIDAD A ESTE CONTRATO DE ARRENDAMIENTO DONDE ESPECIFICA QUE EL DEPARTAMENTO SOLO SERA HABITADO POR 2 ADULTOS 2 NIÑOS, NO PODRAN HABITAR MAS DE LAS PERSONAS AUTORIZADAS POR EL PROPIETARIO.**

**VIII.- RESPONSABILIDAD CIVIL.- EL ARRENDATARIO SERA RESPONSABLE DE TODOS LOS DAÑOS QUE SUFRA EL APARTAMENTO, CUALQUIERA QUE FUESE SU CAUSA YA SEA QUE LO EFECTUE EL MISMO, SUS FAMILIARES, DEPENDIENTES O PERSONAS QUE ESTEN EN EL MISMO.**

**IX.- PERMISO PARA VARIAR EL INMUEBLE.- EL ARRENDATARIO NO PODRA SINO CON PERMISO DADO POR ESCRITO POR EL DUEÑO O SU REPRESENTANTE.**

A.- VARIAR LA FORMA DE LA FINCA ARRENDADA.

B.- HACER MEJORAS UTILES, NECESARIAS O DE ORNATO.

C.- A NO HABITAR LA PROPIEDAD MAS DE LAS PERSONAS ESTIPULADAS.

D.- HACER CAMBIO DE ARRENDAMIENTO A TERCERAS PERSONAS DE LA COSA ARRENDADA.

BAJO NINGUNA CIRCUNSTANCIA EL DUEÑO DE LA FINCA PODRA SER OBLIGADO A PAGAR LAS MEJORAS, POR LO QUE EL INQUILINO DEBERA DEJARLAS Y SI QUISIESE LLEVARSELAS DEBERA PAGAR LOS DAÑOS Y REPARAR LOS DESPERFECTOS QUE CAUSE.

**X.- PROHIBICION DE RETENCION DE RENTAS.- POR NINGUN MOTIVO EL INQUILINO PODRA RETENER LAS RENTAS O PEDIR SU DISMINUCION POR LO QUE RENUNCIA TOTALMENTE A LOS DERECHOS QUE LE CONCEDEN LOS ARTICULOS 2295, 2319, 2364 DEL MULTICITADO CODIGO.**

**XI.- PROHIBICION PARA SUB-ARRENDAR.- LA COSA MATERIA DEL PRESENTE CONTRATO, NO PODRA SER SUB-ARRENDADA NI ES POSIBLE EL TRASPASO DE LOS DERECHOS DEL ARRENDAMIENTO SIN EL CONSENTIMIENTO PREVIO Y DADO POR ESCRITO DEL ARRENDADOR.**

**XII.- PETICION DE DESOCUPACION.- EN CASO DE QUE EL DUEÑO DE LA FINCA MATERIA DE ESTE CONTRATO NECESITE REPARARLA, MODIFICAR SU CONSTRUCCION O VENDERLA, EL ARRENDATARIO SE OBLIGA A DESOCUPARLA EN UN TERMINO NO MAYOR DE 30 DIAS CONTINUOS DESDE EL DIA QUE RESIBA LA NOTIFICACION POR ESCRITO.**

**XIII.- CAUSAS DE TERMINACION DEL CONTRATO.- ESTE CONTRATO DE ARRENDAMIENTO CONCLUYE POR LAS DIVERSAS CAUSAS FIJADAS EN EL ARTICULO 2367 DEL CODIGO CIVIL Y ADEMAS POR LA EXPIRACION DEL TERMINO FIJADO PARA SU DURACION, VENCIDO DICHO TERMINO, EL INQUILINO DEBERA DESOCUPAR LA FINCA SIN MAYOR TRAMITE Y DEVOLVERA A SU PROPIETARIO O REPRESENTANTE SIN NINGUN ADEUDO DE SERVICIOS Y PRESENTANDO LOS**



RESIBOS CORRESPONDIENTES, YA QUE ESTE CONTRATO NO ES PRORROGABLE POR LO QUE RENUNCIA A LAS FACULTADES CONCEDIDAS POR EL ARTICULO 2359 DEL CODIGO CIVIL.

XIV. FACULTAD DE RESCISION. EL QUEBRANTAMIENTO DEL CONTENIDO DE ESTE CONTRATO EN CUALQUIERA DE SUS CLAUSULAS, ASI COMO LAS CAUSAS FIJADAS EN LOS ARTICULOS 2303 DEL CODIGO CIVIL, FACULTA AL ARRENDADOR A PEDIR LA RESCISION DEL MISMO O BIEN A EXIGIR EL CUMPLIMIENTO FORZOSO SIN EMBARGO EN CUALQUIERA DE LOS CASOS DEL ARRENDATARIO ESTA OBLIGADO A CUBRIR AL ARRENDADOR, \$10.00 D.L.S. (DIEZ DOLARES 00/100 M. A.) DIARIOS COMO COMPENZACION POR LOS DAÑOS Y PERJUICIOS QUE SE LE LLEGUEN A OCACIONAR POR EL RETARDO EN LA ENTREGA FISICA Y JURIDICA DEL BIEN INMUEBLE ARRENDADO, QUE SE PAGARAN CON INDEPENDENCIA DE LA RENTA MENSUAL SEÑALADA EN LA CLAUDULA PRIMERA DE ESTE CONTRATO INSTRUMENTO LA QUE SE SEGUIRA CAUSANDO HASTA OBTENER LA DESOCUPACION Y ENTREGA DE MULTIPICADO LOCAL.

XV. GARANTIA. PARA GARANTIZAR LOS DAÑOS Y DESPERFECTOS QUE PUDIERE OCACIONAR AL APARTAMENTO ARRENDADO, EL INQUILINO EN ESTE CASO ENTREGA LA CANTIDAD DE \$900.00 (NOVECIENTOS DOLARES 00/100 M. A.) CANTIDAD QUE PODRIA SER DEBUERTA EN EL MOMENTO DE LA DESOCUPACION DEL BIEN INMUEBLE MATERIA DEL PRESENTE CONTRATO, SIEMPRE Y CUANDO EL INQUILINO LO REGRESE EN LAS CONDICIONES EN QUE LE FUE ENTREGADO, EN CASO CONTRARIO SE LE DEDUCIRA DE DICHA GARANTIA LA CANTIDAD QUE POR CONCEPTO DE MATERIALES Y MANO DE OBRA SE LE TENGA QUE HACER A LA FINCA Y EL RESTO SI LO HUIESE, PODRA SER ENTREGADO AL INQUILINO, CABE ACLARAR QUE SI LAS REPARACIONES REBASAN LA CANTIDAD DEPOSITADA EL ARRENDATARIO SE OBLIGA A CUBRIRLAS AL MOMENTO DE SU DESOCUPACION, EN CASO DE CANCELACION O INCUMPLIMIENTO DEL SIGUIENTE CONTRATO NO SE REGRESARA EL DEPOSITO O GARANTIA.

XVI. FIADOR. EL SR. RAUL MORENO NAVARRO CON DOMICILIO EN AV. ARANJUEZ, 23577 INT. 48 FRAC. VILLAS DEL REAL CEL. 108-8690.

XVII. DESOCUPACION ANTICIPADA. EL INQUILINO SE COMPROMETE PARA EL CASO DE LA DESOCUPACION DE LA FINCA, A DAR AVISO A SU REPRESENTANTE CON UNA ANTICIPACION DE 30 DIAS.

XVIII. PENA CONVENCIONAL. EN CASO DE QUE EL ARRENDATARIO NO PAGUE EL DIA 1 DE CADA MES, ESTA DE ACUERDO DE QUE SE LE IMPONGA UNA SANCION CONVENCIONAL CONSISTENTE EN \$ 10.00 D.L.S. (DIEZ DOLARES 00/100 M. A.) POR CADA DIA DE RETRASO DESPUES DE LOS 3 DIAS DE PROROGA.

XIX. DIVERSAS OBLIGACIONES DEL ARRENDATARIO. INDEPENDIENTEMENTE DE LAS OBLIGACIONES MENCIONADAS CON ANTERIORIDAD, EL ARRENDATARIO ACEPTA CUMPLIR CON LAS SIGUIENTES OBLIGACIONES:

A). AL MOMENTO DE HACER LOS PAGOS DE RENTA DEVERA MOSTRAR COPIA FOTOSTATICA DE LOS RECIBOS PAGADOS POR CONCEPTO DE AGUA, ENERGIA ELECTRICA, ETC. Y CUALQUIER OTRO SERVICIO QUE SEA INSTALADO EN EL DEPARTAMENTO.

B). MANTENER LIMPIO SU ESPACIO COLOCANDO LA BASURA EN EL DEPOSITO ADECUADO.

C). A MANTENER EN ORDEN, LIMPIO Y NO MODIFICAR CON ARTICULOS O COSAS, LA FACHADA DEL DEPARTAMENTO, MANTENIENDOLO SIN MODIFICACIONES.

XX. EL INQUILINO AFIRMA EN ESTE ACTO ESTAR CONCIENTE DE QUE EL INMUEBLE MATERIA DEL PRESENTE CONTRATO POR EL MOMENTO NO SE ENCONTRARA EN VENTA Y QUE SI LLEGARA A ESTAR EN VENTA ACEPTA EN DESOCUPARLO SIN MAYOR TRAMITE EN UN TERMINO NO MAYOR DE 30 DIAS A PARTIR DE QUE SE LE NOTIFIQUE SU DESALOJO.

XXI. COMPETENCIA JURISDICCIONAL. PARA LA INTERPRETACION, EJECUCION O CUMPLIMIENTO DE ESTE CONTRATO, LAS PARTES CONVIENEN EN SOMETERSE A LA JURISDICCION DE LOS TRIBUNALES DE TIJUANA BAJA CALIFORNIA, RENUNCIANDO EXPRESAMENTE A CUALQUIER COMPETENCIA QUE EN RAZON DE SU DOMICILIO PRESENTE O FUTURO PUDIERA CORRESPONDERLES.

LEIDO QUE FUE LO ANTERIOR Y ENTENDIDO A PLENITUD, LAS PARTES CONTRATANTES LO RATIFICAN Y FIRMAN YA QUE MANIFIESTAN QUE ES SU LIBRE VOLUNTAD HACERLO YA QUE EN EL PRESENTE CONTRATO NO EXISTE ERROR, DOLO O VIOLENCIA, ASI MISMO AMBAS PARTES EXPRESARON SUS GENERALES SIENDO ESTAS, MEXICANOS, MAYORES DE EDAD APTOS PARA CONTRATAR Y OBLIGARSE LEGALMENTE.

TIJUANA BAJA CALIFORNIA A 1 DE FEBRERO DEL 2011.

SRA. LIBRADA ELENA NAVARRIET D.  
ARRENDADOR

SR. GARY HOPKINS  
ARRENDATARIO

SR. RAUL MORENO NAVARRO  
FIADOR

100-443886-100

03/MAYO/2011

Receipt No. 357898

DATE 12-7-71

PERIOD 1 day

AMOUNT \$900.00

Vehicle 1967 Ford Mustang

Location Alabansa Bnlo

Signature [Signature]

Stamp: RECEIVED



Recibo/Receipt No. 258556  
 Fecha/Date: 1-11-2012  
 DE/FROM: Gary H. [Signature]  
 \$900.00  
 Novecientos Dolares -  
 POR CONCEPTO DE RENTA POR RENT  
 DEL/FROM: Alta Gracia 13910 Alta Gracia  
 A CUENTA ACT. PAGADO PAID ADEUDO DUE  
 efectivo/cash cheque/check dinero/money

Recibo/Receipt No. 258578  
 Fecha/Date: 01-11-2012  
 DE/FROM: Gary H. [Signature]  
 \$900.00  
 Novecientos Dolares -  
 POR CONCEPTO DE RENTA POR RENT  
 DEL/FROM: Alta Gracia 13910 Alta Gracia  
 A CUENTA ACT. PAGADO PAID ADEUDO DUE  
 efectivo/cash cheque/check dinero/money

RECIBO DE DINERO  
 En la ciudad de [City] a [Date]  
 Recibo de [Name]  
 la cantidad de [Amount]  
 por concepto de [Description]  
 \$13910.00  
 [Signature]  
 [Stamp]

RECIBO DE DINERO  
 En la ciudad de [City] a [Date]  
 Recibo de [Name]  
 la cantidad de [Amount]  
 por concepto de [Description]  
 \$13910.00  
 [Signature]  
 [Stamp]



MONEY RECEIPT

IN TIJUANA, B.C., ON MAY 5, 2012

I, RECEIVED OF GARY H.

THE AMOUNT OF \$950.00 DLLS  
NINE HUNDRED FIFTY DOLLARS  
FOR THE CONCEPT OF RENT OF THE HOUSE AV. ALTABRISA NO: 13910 ALTABRISA

ALISANDRO CAMPOS -A SIGNATURE- CASH- GOOD FOR \$950.00 DLLS

MONEY RECEIPT

IN TIJUANA, B.C., ON MARCH

I, RECEIVED OF GARRY

THE AMOUNT OF \$900.00 DLLS  
NINE HUNDRED DOLLARS  
FOR THE CONCEPT OF RENT OF LAS BRISAS NO: 13910

MARTHA PANTOJA -A SIGNATURE- CASH- GOOD FOR \$900.00 DLLS

MONEY RECEIPT NO: 357898

\$900.00 DLLS

DATE: DECEMBER 1, 2011

I, RECEIVED OF GARY HOPKINS

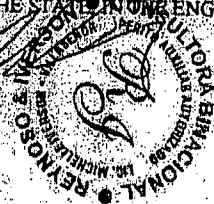
THE AMOUNT OF \$900.00 DLLS  
NINE HUNDRED DOLLARS  
FOR THE CONCEPT OF RENT OF ALTABRISA NO: 13910 ALTABRISA

A SIGNATURE.-

TIJUANA, BAJA CALIFORNIA, AUGUST 21, 2012.

THIS IS A TRANSLATION TAKEN FROM ITS ORIGINAL DOCUMENT IN THE SPANISH  
LANGUAGE WHICH IS TRUE AND CORRECT ACCORDING TO MY KNOWLEDGE ASSISTANT  
OF THE JUDICIAL ADMINISTRATION OF THE STATE IN ONE ENGLISH LANGUAGE.

LIC. MICHELLE IVERSON VILLASENOR



I Isabel Navarrete, have received \$900.00 dollars for rent of the month of may of 2011, from Mr. Gary. For the house located at AltaBrisa # 13910, fraccionamiento AltaBrisa.

Signature printed

03/may/2011

**Receipt number 155107**

Date 01 of february of 2011 For 900.00 dollars.

From: Lorena Montoya Zamora

Nine hundred dollars

For: Rent

From: AltaBrisa # 13910 To: AltaBrisa

Cash

By: Marta Pantoja

**Receipt number 258556**

Date 02 of january of 2012 For 900.00 dollars.

From: Gary H.

Nine hundred dollars

For: Rent

From: AltaBrisa # 13910 To: AltaBrisa

Cash

By: Signature Printed

**Receipt number 258578**

Date 01 of february of 2012 For 900.00 dollars.

From: Gary H.

Nine hundred dollars

For: Rent

From: AltaBrisa # 13910 To: AltaBrisa

Cash

By: Marta

100205487

ISUSA1002054875100018737<<<<<<  
7010262M1510265USA<<<<<<<<<<<<<  
HOPKINS<<GARY<<<<<<<<<<<<<<<<<<<

1412775

Date of Birth	Height	Weight	Eyes	Hair	Sex
10/26/1970	6' 0"	215	BLU	BRO	M

The person identified is a state PEACE OFFICER as defined  
in California penal code sections 830.2, 830.3 Et. Seq.


If lost, please return to:  
1515 S Street or P.O. Box 942883, Sacramento, CA 94283-0001

*Matthew L. Cate*

Matthew L. Cate  
Secretary, Department of Corrections and Rehabilitation

**SENTRI**

Surname/Nom de famille/Apellido  
HOPKINS  
Given Name/Prénom/Nombre  
GARY MICHAEL  
Gender/Genre/Género: Citizen/Citoyenneté/Ciudadanía  
M USA  
Date of Birth/Date de naissance/Fecha de nacimiento  
26 OCT 1970  
Expiration Date/Date d'expiration/Expiración  
26 OCT 2015  
Issuing Country/Pays d'émission/País de emisión  
USA



STATE OF CALIFORNIA  
Department of  
Corrections and Rehabilitation  
Peace Officer

CORR OFFICER

NAME: GARY HOPKINS


Expires:  
10/26/2014

*G. Hopkins*



**DMV CALIFORNIA DMV**

DRIVER LICENSE CLASS: C  
EXPIRES 10-26-13 A2178904  
GARY MICHAEL HOPKINS  
627 H ST 330A  
CHULA VISTA CA 91910  
SEX: M HAIR: BRN EYES: BLU  
HT: 6-00 WT: 215 DOB: 10-26-70  
01/05/2009 677 47 F0/13



Address Change:

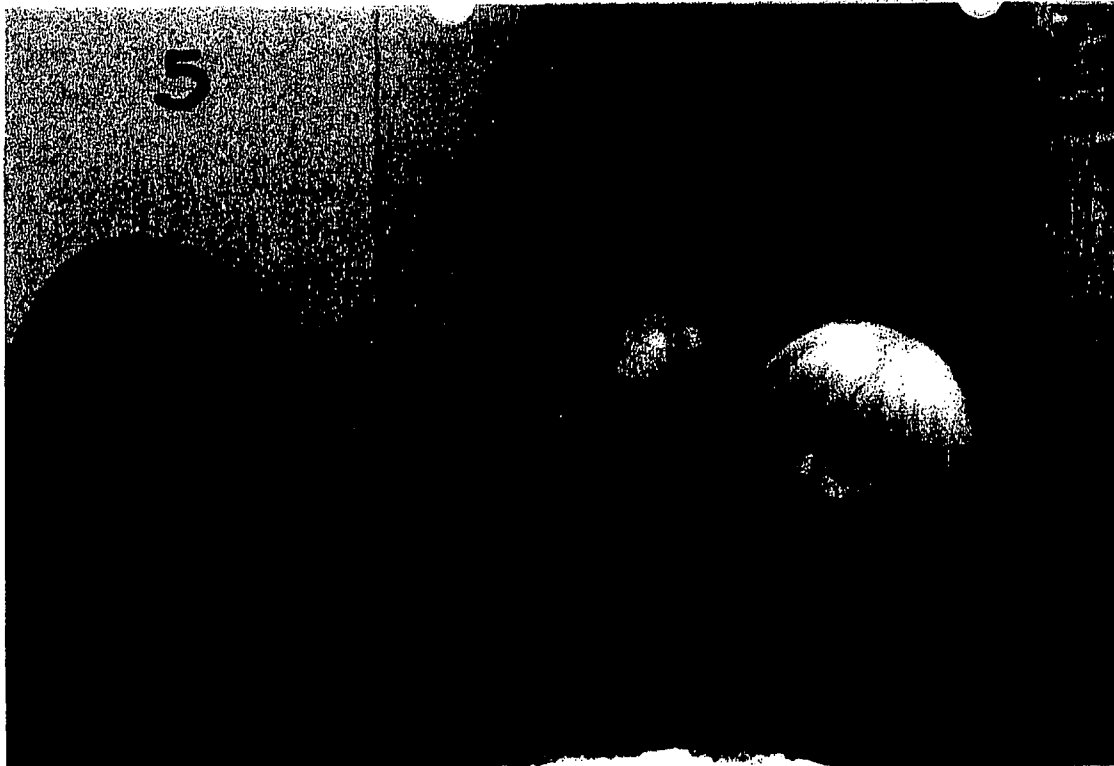


This license is issued as a license  
to drive a motor vehicle; it does not  
establish eligibility for employment,  
voter registration, or public benefits

Anexo fotografías / photographs attached:

1. **Brianna Michel Hopkins Montoya** (enviada/sent)
2. **Gary Michael Hopkins** (enviada/sent)
3. Gary Michael Hopkins y Brianna Michel Hopkins Montoya / **Gary Michael Hopkins and Brianna Michel Hopkins Montoya** (enviada/sent)
4. Gary Michael Hopkins, Brandon Reyes Montoya, Edwin Axel Reyes Montoya y Brianna Michel Hopkins Montoya, en fiesta de cumpleaños en la casa de Avenida Altabrisa / **Gary Michael Hopkins, Brandon Reyes Montoya, Edwin Axel Reyes Montoya and Brianna Michel Hopkins Montoya birthday party in her house of Altabrisa Avenue, Otay.**
5. Brandon Reyes Montoya, Gary Michael Hopkins y Edwin Axel Reyes Montoya en la casa de Altabrisa, Otay / **Brandon Reyes Montoya, Gary Michael Hopkins and Edwin Axel Reyes Montoya at the house of Altabrisa, Otay.**
6. Lorena Montoya Zamora, embarazada de Brianna Hopkins en la cocina de la casa de Altabrisa en Otay / **Lorena Montoya Zamora, pregnant from Brianna Hopkins, in the kitchen of the house in Otay Altabrisa.**
7. Lorena Montoya Zamora y Brianna Hopkins Montoya en la recámara de Altabrisa en Otay / **Lorena Montoya Zamora and Brianna Hopkins Montoya in the bedroom of the house in Altabrisa, Otay.**
8. Fotografía de la Casa y Garage de Altabrisa, Otay; el carro de Lorena Montoya Zamora Izuzu gris y el BMW azul de Gary Michael Hopkins / **Picture of the house and garage in Altabrisa, Otay; Lorena Montoya Zamora's car gray Izuzu and Gary Michael Hopkins blue BMW.**
9. Edwin Axel Reyes Montoya, Gary Michael Hopkins y Brianna Michel Hopkins Montoya en fiesta de Halloween en la casa de Altabrisa, Otay. / **Edwin Axel Reyes Montoya, Gary Michael Hopkins and Brianna Michel Hopkins Montoya at haloween party in the house of Altabrisa, Otay.**
10. Gary Michael Hopkins, Lorena Montoya Zamora y Brianna Michel Hopkins Montoya en la sala de la casa de Altabrisa en Otay / **Gary Michael Hopkins, Lorena Montoya Zamora and Brianna Michel Hopkins Montoya at the living room of the house in Altabrisa, Otay.**
11. Lorena Montoya Zamora, Brianna Michel Hopkins Montoya y Gary Michael Hopkins festejando navidad en la casa de Altabrisa en Otay / **Lorena Montoya Zamora, Brianna Michel Hopkins Montoya and Gary Michael Hopkins, celebrating christmas in the house of Altabrisa, Otay.**

12. Lorena Montoya Zamora, Brianna Michel Hopkins Montoya y Gary Michael Hopkins festejando cumpleaños de la niña en la casa de Altabrisa en Otay / **Lorena Montoya Zamora, Gary Michael Hopkins and Brianna Michel Hopkins Montoya on her birthday party in the house of Altabrisa, Otay.**
13. Gary Michael Hopkins, Brandon Reyes Montoya y Brianna Michel Hopkins Montoya festejando navidad en casa de Altabrisa en Otay / **Gary Michael Hopkins, Brandon Reyes Montoya and Brianna Michel Hopkins Montoya celebrating christmas in the house of Altabrisa, Otay.**
14. Gary Michael Hopkins y Brianna Michel Hopkins Montoya en la recamara de la casa de Altabrisa en Otay. / **Gary Michael Hopkins and Brianna Michel Hopkins Montoya in the bedroom of the house in Altabrisa, Otay.**
15. Lorena Montoya Zamora, Edwin Axel Reyes Montoya, Brianna Michel Hopkins Montoya y Gary Michael Hopkins en la casa de Altabrisa en Otay. / **Lorena Montoya Zamora, Edwin Axel Reyes Montoya, Brianna Michel Hopkins Montoya and Gary Michael Hopkins in the house of Altabrisa, Otay.**
16. Brianna Michel Hopkins Montoya y Edwin Axel Reyes Montoya en el Jardín de la casa de Altabrisa en Otay / **Brianna Michel Hopkins Montoya and Edwin Axel Reyes Montoya in the backyard of the house at Altabrisa, Otay.**
17. Michelle Rusnuak, hermana de Gary Michael Hopkins, que vive en Chicago, Illinois / **Michelle Rusnuak, Gary Michael Hopkins sister, who lives in Chicago, Illinois.**
18. Wendell H. Hopkins Jr. y Cheryl Hopkins, papás de Gary Michael Hopkins. / **Mr. Wendell H. Hopkins Jr. and Cheryl Hopkins, Gary Michael Hopkins parents.**

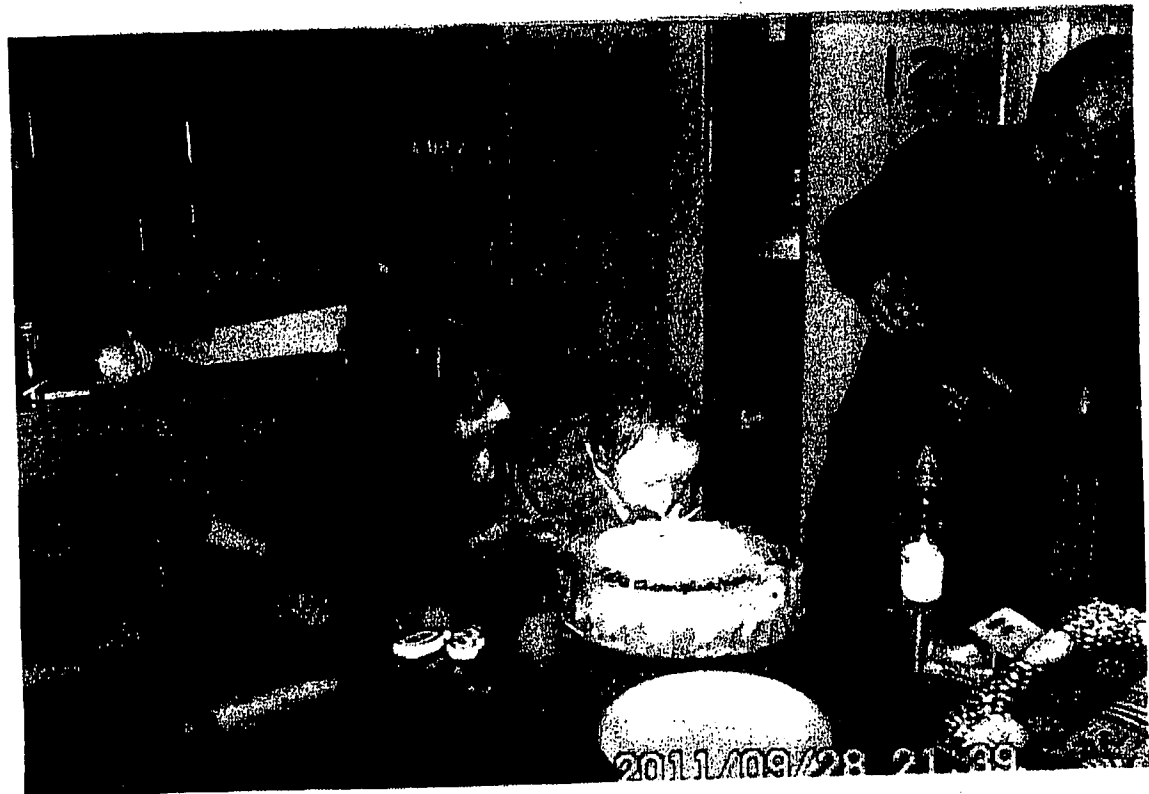




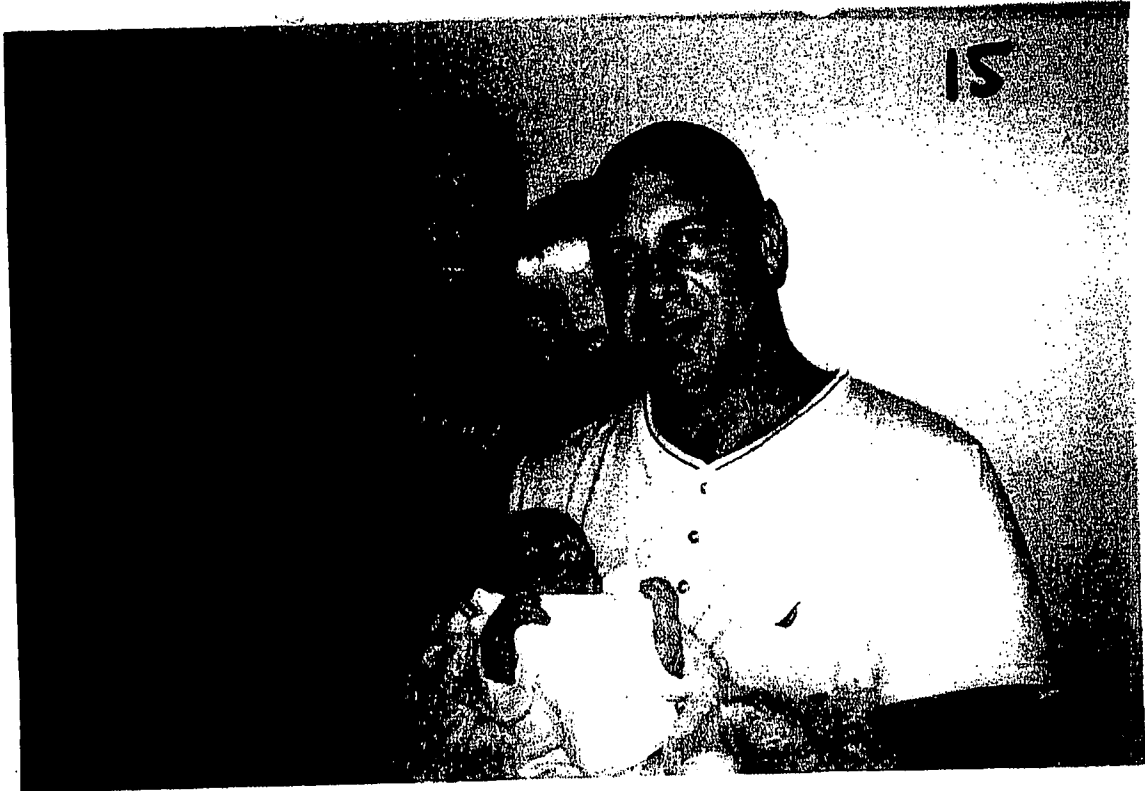


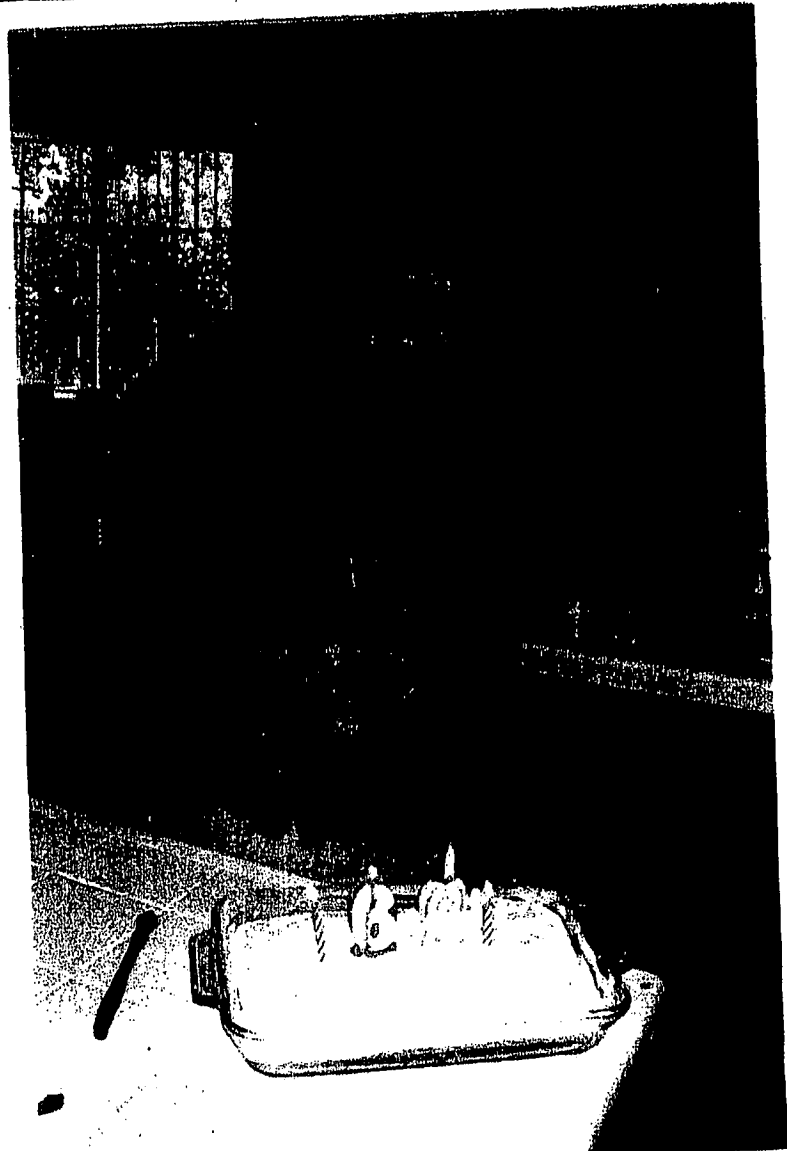














*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do hereby ordain and establish this  
Constitution for the United States of America.*

PASSPORT  
PASSERDORT  
PASAPORTE

Type / Type / Tipo	Code / Code / Código	Passport No. / No. du Passeport / No. de Pasaporte

USA 484769669

Given Names / Prénoms / Nombres

**BRIANNA MICHELE**

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

26 Oct 2010

Place of birth / Lieu de naissance / Lugar de nacimiento

**MEXICO**

Date of issue / Date de délivrance / Fecha de expedición

26 Sep 2011

Date of expiration / Date d'expiration / Fecha de caducidad

25 Sep 2016

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexe

F

Authority / Autorité / Autoridad

United States

Department of State

150



P<USAHOPKINS<MONTTOYA<<BRIANNA<MICHELE<<<<<<<  
4847696691USA1010260F1609259713469398<438364

**PASAPORTE DE LOS ESTADOS UNIDOS DE AMERICA**

**PASAPORTE NUMERO: 484769669**

<b>APELLIDOS:</b>	<b>HOPKINS MONTOYA</b>
<b>NOMBRES:</b>	<b>BRIANNA MICHELE</b>
<b>NACIONALIDAD:</b>	<b>ESTADOS UNIDOS DE AMERICA.-</b>
<b>FECHA DE NACIMIENTO:</b>	<b>26 DE OCTUBRE DE 2010.-</b>
<b>LUGAR DE NACIMIENTO:</b>	<b>MEXICO.-</b>
<b>SEXO:</b>	<b>FEMENINO</b>
<b>FECHA DE EXPEDICION:</b>	<b>26 DE SEPTIEMBRE DEL 2011.-</b>
<b>FECHA DE CADUCIDAD:</b>	<b>25 DE SEPTIEMBRE DEL 2016.-</b>
<b>AUTORIDAD EXPEDIDORA:</b>	<b>DEPARTAMENTO DE ESTADO, ESTADOS UNIDOS</b>

**AL MARGEN UNA FOTOGRAFIA DEL PORTADOR Y AL CENTRO UN SELLO OFICIAL.**

**TIJUANA, BAJA CALIFORNIA, A 21 DE AGOSTO DEL 2012**

**ESTA ES UNA TRADUCCION DE SU ORIGINAL EN EL IDIOMA INGLES DE ACUERDO A MI LEAL SABER Y ENTENDER, ASISTENTE DE LA ADMINISTRACION DE JUSTICIA DEL ESTADO, EN LA ESPECIALIDAD DE INGLES.-**

**LIC. MICHELLE IVERSON VILLASENOR**

